

PROCLAMATION OF SALE

In The Matter Of The Loan Agreement And Deed of Assignment Cum Power of Attorney
Both Dated The 4th Day Of February, 2000

Between

Southeast Asia Special Asset Management Berhad (65502-X)
(having received the transfer and been vested with all the rights, benefits and interests of
CIMB Bank Berhad (13491-P) in the assigned Property)..... Assignee/Lender

And

Abd Rahim Bin Mat Doaa (Nric No. 521230-08-5083) Borrower

And

(1) Abd Rahim Bin Mat Doaa (Nric No. 521230-08-5083)
(2) Nor Awani Binti Abd Rahim (Nric No. 790807-08-5818) Assignors

In the exercise of the rights and powers conferred upon the Assignee/Lender under the Loan Agreement and Deed of Assignment cum Power of Attorney both dated the 4th day of February, 2000 entered into between the Assignee/Lender, the Borrower and the Assignors, it is hereby proclaimed that the Assignee/Lender with the assistance of the undermentioned Auctioneer

Will Sell The Property Described Below By

PUBLIC AUCTION

On Saturday, The 28th Day Of September, 2019, At 10.30 a.m.

Venue : Auction Room of Ng Chan Mau & Co Sdn Bhd

Unit Nos. B-0-6 & B-0-7, Ground Floor, Block B

Megan Avenue II, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur

&

Alternatively, prospective bidders may submit bids for the property online via www.ngchanmau.com

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

ONLINE BIDDERS ARE FURTHER SUBJECT TO THE TERMS AND CONDITIONS ON www.ngchanmau.com

- Property:**
 - Description** : All that residential parcel (being a **low cost flat unit**) identified as Parcel No. F-107, Storey No. 1st Floor, comprised within a 5 storey low cost flat building distinguished as Building No. Block F, West Port Tech Zone, Pulau Indah
 - Postal Address** : **Unit No. F-1-11A (F-1-13), Block F, Sri Bahtera Apartment, Jalan Sungai Chandong 9, Bandar Armada Putra, Pulau Indah, 42000 Pelabuhan Klang, Selangor Darul Ehsan.**
 - Strata Title** : The strata title to the property has been issued by the appropriate authority.
- Strata Title:**
 - Title Particulars** : PN 22522/M6/2/427, Lot 90417, Mukim of Klang, District of Klang and State of Selangor Darul Ehsan
 - Tenure** : Leasehold for 99 years, expiring 21/10/2102
 - Floor Area** : Approximately 61 square metres (657 square feet)
 - Registered Proprietor** : **Brisdale Holdings Sdn. Bhd. (278584-V) (In Liquidation)**
 - Express Condition** : "Bangunan Kediaman"
 - Restriction-in-interest** : "Tanah yang diberi milik ini tidak boleh dipindah milik, dipajak atau digadai melainkan dengan kebenaran Pihak Berkuasa Negeri".

PROSPECTIVE BIDDERS ARE ADVISED TO INSPECT THE PROPERTY AND CONDUCT AND RELY ON THEIR OWN SEARCHES, ENQUIRIES, INVESTIGATIONS AND VERIFICATIONS ON THE ACCURACY AND CORRECTNESS OF THE PARTICULARS AND INFORMATION PROVIDED AND TO TAKE PROFESSIONAL ADVICE IN THAT REGARD PRIOR TO THE AUCTION.

The Property will be sold by way of auction through the Auctioneer. The rights, title and interests to the Property will be conveyed to the Successful Purchaser upon completion of the sale.

The Lender gives no warranty as to the accuracy or correctness of the information and statements contained in this Proclamation of Sale and the Conditions of Sale or as to the state or condition of the Property other than that the Lender is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Lender.

The Assignee/Lender wherever mentioned in this Proclamation of Sale shall mean the Assignee/Lender and/or any financial institution's, business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Lender and/or any financial institution which changed its name to the Assignee/Lender and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Lender had been a party thereto. The full details of the above may be obtained from the Assignee/Lender upon request.



Reserve Price : RM20,000.00

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

- inspect the property;
- conduct land searches (official as well as private);
- make relevant enquiries with the developer, landowner and/or appropriate authorities; and
- obtain from the Auctioneer a copy of the Conditions of Sale.

For further particulars, please contact **Messrs Che Mokhtar & Ling**, Solicitors for the Assignee/Lender whose address at 15th Floor, Wisma KWSSG, Jalan Kampung Attap, 50460 Kuala Lumpur (Ref: CML-08A/CIMB3/AR/36405/16, Tel: 03-2274 0413, Fax: 03-2274 8191) or **CIMB Bank Berhad**.

Hotline: 1 300-88-0811 or

Log on to apmart.cimbbank.com.my

NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), 1st Floor, Block B

Megan Avenue II

No. 12, Jalan Yap Kwan Seng

50450 Kuala Lumpur

TELEPHONE NO : 03-2162 3333 / FAX NO : 03-2162 3233

HANDPHONE NO : 012-531 0600 (Whatsapp)

E-MAIL : info@ngchanmau.com

WEBSITE : www.ngchanmau.com

OUR REFERENCE : CIMB/48481/in/rs

NG CHAN MAU

LOW CHEE HIAN

ROSEMAINI BINTI AHMAD RADZI

TAN CHI SIANG

Licensed Auctioneers

Reserve Price

The property will be sold on an "as is where is" basis and subject to the reserve price and the terms contained in the Proclamation and Conditions of Sale.

Deposit

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale, **ten per cent (10%)** of the reserve price together with taxes (whenever applicable) by **bank draft or cashier's order** only in favour of **CIMB Bank Berhad**. Online bidders are further subject to the Terms and Conditions on www.ngchanmau.com.

REGISTRATION CLOSING TIME : 10.15 A.M.

CONDITIONS OF SALE

1. This sale is made by **Southeast Asia Special Asset Management Berhad (“Assignee/Lender”)** in exercise of the rights and powers conferred upon the Assignee/Lender pursuant to a Loan Agreement and Deed of Assignment cum Power of Attorney both dated the 4th day of February, 2000 executed by **Abd Rahim Bin Mat Doaa (“Borrower”)** and **Abd Rahim Bin Mat Doaa & Nor Awani Binti Abd Rahim (“Assignors”)** in favour of the Assignee/Lender and is made subject to all conditions and category of land use, express and/or implied and/or imposed upon and/or relating to and/or affecting the Property.
2. The Property is sold on an **“as is where is” basis** without vacant possession subject to:
 - (a) all express and/or implied conditions, restrictions-in-interest affecting the Master Land and that which may be imposed/endorsed on the issue document of individual or strata title to the Property upon the issuance thereof;
 - (b) all easements, covenants, charges, caveats, liabilities, (including but not limited to liabilities to the local authorities incurred but not ascertained and any rates made but not demanded) and any adverse claims in respect of the Property; and
 - (c) all tenancies, leases, occupiers and rights (if any) of any tenant or occupier, subsisting thereon or therefore without any obligations arising to define the same respectively.
3. If the property offered for auction comprises more than one (1) property, the Auctioneer shall have the right to regulate the sale including but not limited to the following:
 - (a) determine or vary the order of the sale;
 - (b) offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or
 - (c) withdraw any of the properties from the sale upon the Assignee/Lender’s instructions.
4. The Auctioneer shall have the right upon the Assignee/Lender’s instructions to withdraw the property for sale at any time before the sale has been knocked down and either after or without declaring the reserve price subject to the Assignee/Lender’s instructions before such withdrawal.
5. Subject to the reserve price together with taxes [whenever applicable], the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (**“Successful Purchaser”**) but the Auctioneer and/or the Assignee/Lender shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Assignee/Lender’s consent, at his own discretion determine the dispute or re-conduct the auction sale at the last undisputed bid or may withdraw the Property from the auction sale.
6. No bid shall be less than the previous bid and the reserve price for the Property and no bid shall be retracted. Should there be any retraction from a registered bidder(s) or the highest bidder after commencement of the auction (or after the fall of the hammer), the deposit of 10% of the reserve price placed by the said registered bidder(s) or highest bidder shall be forfeited by the Assignee/Lender and the Property shall at the absolute discretion of the Assignee/Lender be put up for sale again or the Assignee/Lender may decide to adjourn the auction sale to another date.
7. The Assignee/Lender is at liberty to bid for the property (without having to pay any deposit whatsoever). If the Assignee/Lender is the Successful Purchaser, the Assignee/Lender is at liberty to set off the reserve price against the amount due and owing under the Loan agreement/Facility Agreement/Deed of Assignment/Property Sale Agreement on the date of sale, together with all costs and expenses of the sale and all other costs and expenses whatsoever in relation to this matter.
8. Any subsidiary, related or associated company of the Assignee/Lender (**“CIMB Related Company”**) may bid at the auction sale and CIMB Related Company is exempted from complying with the provisions in clause 9, 10 and 14(a) of this Conditions of Sale. If CIMB Related Company is the Successful Purchaser:
 - (a) a sum equivalent to 10% of the reserve price together with taxes (whenever applicable), shall be paid by way of fund transfer; and
 - (b) the Balance Purchase Price together with taxes (whenever applicable) shall be paid by way of CIMB Related Company’s fund transfer within 90 days from the date of the sale or any such extended period as permitted by the Assignee/Lender (if any).
9. All intending bidders (with the exception of the Assignee/Lender) are required to deposit with the Auctioneer or the Assignee/Lender’s Solicitors a sum equivalent to **10%** of the reserve price (**“Deposit”**) for the Property together with taxes (whenever applicable) by bank draft or cashier’s order only in favour of **CIMB BANK BERHAD** prior to the auction sale. **Online Bidders are subject to the provisions of Clause(s) 3.4, 3.5 and 3.6 of the Terms and Conditions on www.ngchanmau.com for the manner of payment of the deposit.** Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Assignee/Lender to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is not allowed to bid or to act as an agent. If the sale is restricted to bumiputra only, the intending bidders shall be bumiputra or bumiputra Company only.
10. Immediately after the fall of the hammer, the Successful Purchaser (other than the Assignee/Lender) shall sign the Memorandum of Contract and the Deposit shall be held by the Assignee/Lender subject to the provisions of Clause 12, 15 and 16 and **Online Bidders are subject to the provisions of Clause 5 of the Terms and Conditions on www.ngchanmau.com.**
11. The price after the close of bidding shall be known as **“the Purchase Price”**.
12. If the Successful Purchaser fails to sign the Memorandum of Contract, the Deposit paid pursuant to Clause 9 shall be forfeited by the Assignee/Lender and the Property at the absolute discretion of the Assignee/Lender shall be put up for sale again at a time to be fixed by the Assignee/Lender.

13. If the Successful Purchaser intends to:
- (a) nominate a person or corporation to be the nominee or purchaser of the Property; or
 - (b) add another person or corporation to be the co-purchaser of the Property,

the Successful Purchaser shall within 7 days from the date of the auction or any such time as the Assignee/Lender may allow, apply to the Assignee/Lender's Solicitors for such a nomination or addition with reasons acceptable to the Assignee/Lender. If the Assignee/Lender approves the said application, the Assignee/Lender shall reserve the rights to impose such other terms and conditions which the Assignee/Lender deems fit. All legal fees and other expenses including taxes (where applicable) incurred for the Deed of revocation and Nomination/Addition and/or any other relevant documents which may be required to effect such nomination/addition shall be fully borne by the Successful Purchaser or the nominee/additional co-purchaser.

14. The balance of the Purchase Price shall be paid in the following manner:

- (a) The Successful Purchaser shall make payment to the Assignee/Lender via any mode of payment (except cash, cheque and credit card) for the sum equivalent to the balance of the Purchase Price ("**Balance Purchase Price**") (together with all late payment interest, if any) and taxes (where applicable) made payable to "**CIMB BANK BERHAD**" and shall be paid **ON OR BEFORE 26TH DAY OF DECEMBER, 2019 ("Completion Date")** or any such extended period as may be permitted by the Assignee/Lender in accordance with subclause (b) below;
- (b) The Successful Purchaser may request for an extension of the Completion Date from the Assignee/Lender provided that such request is made in writing and received by the Assignee/Lender or its solicitors within 14 days before the expiry of the Completion Date. Upon receipt of the Successful Purchaser's written request for an extension of the Completion Date, the Assignee/Lender shall have the absolute right and discretion to:-
 - (i) allow such extension of time subject to any such terms and conditions as the Assignee/Lender deems fit and may impose, including but not limited to the payment of interest on the unpaid balance purchase price at the rate and in the manner as determined by the Assignee/Lender in its absolute discretion; or
 - (ii) refuse such request for an extension of time without the necessity to render any reasons, whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited.

15. If the Successful Purchaser fails to pay the Balance Purchase Price (together with any late payment interest, if any) and taxes (where applicable) in accordance with Clause 14 above and/or breaches any provisions in accordance with the Conditions of Sale herein, the Assignee/Lender shall be entitled to:-

- (a) terminate the auction sale whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited by the Assignee/Lender and the Assignee/Lender shall have the right and liberty to put the Property up for sale at a time, place and reserve price to be fixed by the Assignee/Lender at its sole discretion; or
- (b) alternatively, enforce specific performance against the Successful Purchaser to complete the sale whereupon the Successful Purchaser shall be liable to pay all cost and expenses incurred by the Assignee/Lender in commencing such action for specific performance.

16. If the Successful Purchaser becomes a bankrupt (or wound up if the Successful Purchaser is a Company) or dies on/before the Completion Date or any such extended period as may be permitted by the Assignee/Lender, the Assignee/Lender shall have the absolute right and discretion to do the following:

- (a) forfeit the Deposit together with interest and this auction sale shall be deemed terminated and of no further effect; or
- (b) after defraying the expenses in carrying out the auction sale, cancel the sale and refund the balance of the Deposit to the estate of the deceased Successful Purchaser (subject to the production of relevant documents evidencing the death and the right of representation of the estate of the deceased)) or the Official Assignee as the case may be if the Successful Purchaser is or becomes a bankrupt; and
- (c) the Assignee/Lender may resolve the matter in any other manner that the Assignee/Lender deems fit and the Assignee/Lender's decision shall be conclusive.

17. If there is any material discrepancy and/or disparity as to description of the parties and/or the property in this proclamation of sale and the security documents in the Assignee/Lender's possession, the Assignee/Lender shall, except such material discrepancy and/or disparity is caused by the Assignee/Lender, subject to its ability, assist the Successful Purchaser to rectify the said discrepancy and/or disparity whereby all costs and/or expenses incurred shall be borne by the Successful Purchaser.

- (a) In the event such material discrepancy cannot be rectified by the Assignee/ Lender/ Successful Purchaser, the Successful Purchaser may, before the completion of the sale, terminate this purchase in which event, the Deposit paid pursuant to Clause 9 above, shall be refunded to the Successful Purchaser without any interest or compensation being paid. The Memorandum of Contract signed pursuant to this auction shall be terminated and cease to be of any further effect and either party shall have no further claim against the other party in respect to the discrepancies.

18. All service and maintenance charges, quit rent and assessment payable in respect of the Property shall be apportioned as at the date of auction. Subject to the Successful Purchaser complying with the stipulations in sub clause (a) and (b) below, the portion attributable for the period up to the date of auction shall be paid out from the Purchase Price. The portion attributable from the date of auction shall be solely borne by the Successful Purchaser. The Successful Purchaser shall:

- (a) pay all service and maintenance charges, quit rent and assessment in respect of the Property from the date of the auction; and
- (b) submit evidence of the relevant payments in respect of service and maintenance charges, quit rent and assessment by way of the original receipt(s) and/or copy of the original receipt(s) duly certified by the issuer of the said receipt(s) and itemized billing of the respective charges to the Assignee/Lender together with the payment of the Balance of Purchase Price. For the avoidance of doubt, in the event such receipt(s) and itemized billing are not submitted, any subsequent claims made thereunder will not be entertained by the Assignee/Lender.

19. Unless otherwise agreed by the Assignee/Lender (subject to such terms and conditions as the Assignee/Lender may in its absolute discretion impose), all taxes, rates, levies, administrative charges, fees, sinking funds, fire insurance, utilities bills (including but not limited to water, electricity, gas or sewerage charges) and/or any other monies payable or owing to the Developer and/or Proprietor any other relevant authority in respect of the Property shall be borne solely by the Successful Purchaser. It shall be the responsibility of the Successful Purchaser to pay to the Developer any Balance of the Purchase Price which may still be due and owing to the Developer under the Original Sale and Purchase Agreement between the Developer and the First Purchaser in respect of the Property, if any.
20. The Successful Purchaser shall apply and obtain the consent of the relevant authority (if any) in respect of the purchase and assignment of the Property or any other consent from any body or authority as may be required by the law from time to time. Additionally, the Successful Purchaser shall request and obtain all relevant Developer's confirmation regarding the Property including but not limited to the status of the issuance of strata title, the master title particulars and the Property's postal address. All fees, charges and expenses and taxes (where applicable) in connection with or incidental to the application to the relevant authority or the request for the Developer's confirmation shall be borne by the Successful Purchaser.
21. The Successful Purchaser agrees and undertakes that:
- (a) the Successful Purchaser shall be wholly responsible for the payment of all relevant costs and expenses including taxes (where applicable) pertaining to the assignment and/or transfer of the Property favouring the Successful Purchaser, including but not limited to the payment of ad valorem stamp duty, solicitors' fees;
 - (b) the Successful Purchaser and his/her financier shall not lodge any private caveat on the Master Land;
 - (c) the Successful Purchaser shall comply with all the conditions as may be imposed by the relevant authorities (if any).
- If the sale is subject to consent of the relevant authority or such other requisite consent and such consent is not obtained for any reason attributable to the Successful Purchaser, the same shall not annul the sale nor discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Lender's rights and remedies under this Agreement including the right to terminate in accordance with Clause 15.
22. The Successful Purchaser must comply with all the terms and conditions as imposed by the relevant authorities(if any) before the Completion Date or such period as may be extended by the Assignee/Lender.
23. The Successful Purchaser shall at his own costs and expense take possession of the Property after the payment of the Balance of Purchase Price. The Assignee/Lender or its agents have no obligation to deliver vacant possession of the Property and the Successful Purchaser is **PROHIBITED** from entering the Property before the payment of the Balance of Purchase Price and/or late payment interest (if any).
24. The Successful Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title (including but not limited to the payment of maintenance/service charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the proprietor (if applicable) and the original purchaser as though the Successful Purchaser were the original party thereto.
25. Upon the issuance of the individual/strata title to the Property, the Successful Purchaser agrees that if the transfer of the Property favouring the Successful Purchaser cannot be registered for any reason attributable to the Successful Purchaser, such non-registration shall not annul the sale or discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Lender's rights and remedies under this Agreement including the right to terminate in accordance with Clause 15.
26. Upon receipt of the full payment of the Balance Purchase Price in accordance with Clause 14 above, the Assignee/Lender shall execute or cause to be executed as soon as possible, an assignment of the beneficial interest in the Property in favour of the Successful Purchaser. The assignment shall be prepared by the solicitors for the Successful Purchaser at the Successful Purchaser's cost and expense (including legal fees, stamp duty and registration fees) and upon receipt of the Balance Purchase Price the Assignee/Lender shall (subject to the same is in the Assignee/Lender's possession) deliver to the Successful Purchaser and/or his solicitors as soon as possible all relevant security documents in relation to the Property subject to the rights of the Assignee/Lender to retain the facility agreement (if any) for enforcement of the Assignee/Lender's contractual rights.
27. The Property is believed to be and shall be taken to be correctly described and is sold subject to all express/implied conditions, restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained any rates made but not demanded), encumbrances, rights and/or occupiers, (if any), subsisting thereon or there over without any obligation arising to define the same respectively. The Successful Purchaser is deemed to have full knowledge of the state and condition of the Property and no error, misstatement or misdescription in the Proclamation of Sale shall annul the sale nor is the Successful Purchaser allowed to claim for any compensation in respect of this error, misstatement or misdescription. In the event there is any restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities on the Property, it shall be the duty of the Successful Purchaser to comply with the restrictions-in-interest and/or remove and/or deal with the caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities at its own costs and expenses without any claim or compensation from the Assignee/Lender and ensure that the sale is completed within the time as stipulated herein (or extended time, if any).
28. The Successful Purchaser shall admit and accept the identity of the Property, the position, measurement, boundaries, and the area of the Property as given herein and are believed and taken to be correct. Any discrepancy in the measurements, boundaries and/or area of the Property upon the issuance of the individual/strata title to the Property shall NOT annul this sale and the Successful Purchaser shall be responsible to pay to the Developer/or received any compensation and/or adjustment to the reserve price (if any) corresponding to the variance and/or adjustment to the measurement boundaries and area.
29. The Successful Purchaser acknowledges, agrees and confirms that:
- (a) he has inspected the Property and tendered his bid with full knowledge/notice of the actual state and condition of the Property and takes the Property **on an "as is where is" basis**;
 - (b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Assignee/Lender, the Auctioneer and/or the Assignee/Lender's Solicitors;
 - (c) he has purchased and accepted the Property in the condition, state, nature and character in which the Property is in as at the date of the sale and shall not terminate his purchase or to make any claim for compensation or reduction of the purchase

price or claim any damages in respect of any misdescription of the position, measurements, boundaries, area, condition, state, nature, character and other aspects of the property;

- (d) from the time of the sale of the property to the Successful Purchaser, the property shall be at the sole risk of the Successful Purchaser with regard to any loss or damage of whatsoever nature or howsoever occurring;
 - (e) the Assignee/Lender does not undertake to deliver vacant possession of the Property to the Successful Purchaser. The Successful Purchaser after the payment of the balance purchase price in full together with taxes (whenever applicable) and/or with accrued interest thereon (if any) shall at his/her own costs and expenses take possession of the Property without obligation on the part of the Assignee or its Agent to give vacant possession;
 - (f) the Assignee/ Lender makes no representation as to the ownership of furniture, fittings and fixtures situated at the Property where such items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee/Lender accepts no liability for any payment which may be outstanding in respect thereof and the Property is sold subject thereon.
30. The Assignee/Lender gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale or as to the state or condition of the Property other than that the Assignee/Lender is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Assignee/Lender in respect of the Property and all matters in relation hereto.
31. The Assignee/Lender is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Assignee/Lender to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.
32. The Assignee/Lender disclaims all liability in any informal communication between the Successful Purchaser and the Assignee/Lender before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the Property and the sale herein.
33. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.
34. The Assignee/Lender does not warrant, undertake or guarantee that the individual title/strata title to the Property will carry the same conditions, restrictions-in-interest, tenure and endorsements as those currently endorsed on the issue document of title to the Master Land.
35. 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.
36. In the event the sale is set aside or declared null and void at no fault of the Successful Purchaser, the Assignee/Lender shall, subject to the Successful Purchaser first:
- (a) returning to the Assignee/Lender intact the documents evidencing title and other documents which have been delivered to the Successful Purchaser (if any); and
 - (b) executing whatever documents that may be required by the Assignee/Lender for the cancellation of the assignment of the Property in favour of the Successful Purchaser or the reassignment of the Property in favour of the Assignee/Lender, as the case may be,
- refund (free of interest) to the Successful Purchaser, all moneys received towards payment of the purchase price and upon such refund, the Successful Purchaser shall have no claims whatsoever against the Assignee/Lender or any other person on any account thereof.
37. The Assignee/Lender has no notice or knowledge of any encroachment or that the Government or any 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.
38. The Assignee/Lender reserves the right to impose such additional terms and conditions in respect of the sale of the Property as the Assignee/Lender deems fit by giving prior notice of 14 calendar days from time to time.
39. Time shall be of the essence of this contract of sale.
40. Any notice, request or demand required to be served on the Successful Purchaser shall be in writing and shall be deemed to be sufficiently served:
- (a) if it is sent by prepaid registered post to:
 - (i) his address as furnished to the Auctioneer; or
 - (ii) his solicitors,
- and such notice, request or demand shall be deemed to have been received at the time when it would in the ordinary course of post be delivered; or
- (b) if it is given by hand to him or his solicitors.
- All notices to the Assignee/Lender shall be in writing and shall be served on the Assignee/Lender's Solicitors by A.R. registered post or by hand.
41. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Assignee/Lender shall determine such ambiguity or inconsistency and the Assignee/Lender's decision shall be final and binding.
42. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.

43. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
44. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.
45. Online bidders are also bound by online Terms and Conditions contained at www.ngchanmau.com in addition to this Condition of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Condition of Sale, the provisions in this Condition of Sale shall prevail.

CONTRACT

MEMORANDUM:- At the sale by Public Auction this **28th day of September, 2019**, of the property comprised in the foregoing particulars identified as **Unit No. F-1-11A (F-1-13), Block F, Sri Bahtera Apartment, Jalan Sungai Chandong 9, Bandar Armada Putra, Pulau Indah, 42000 Pelabuhan Klang, Selangor Darul Ehsan ("Property")** whereby the rights, title, interest and benefits of the Property under the Sale & Purchase Agreement dated **6th December, 1998** made between **Brisdale Holdings Sdn. Bhd. ("Vendor")** and **Abd Rahim Bin Mat Doaa & Nor Awani Binti Abd Rahim ("Purchaser")** which were absolutely assigned to **Southeast Asia Special Asset Management Berhad (having been vested with all the rights, benefits and interest of CIMB Bank Berhad in the assigned Property) ("Assignee/Lender")** under the **Loan Agreement and Deed of Assignment cum Power of Attorney both dated the 4th day of February, 2000** entered into between the Assignee/Lender, the Borrower, **Abd Rahim Bin Mat Doaa** and the Assignors, **Abd Rahim Bin Mat Doaa & Nor Awani Binti Abd Rahim. ("Successful Purchaser")** _____

is the highest bidder for and declared as the Successful Purchaser of the Property for the sum of **RM**_____ and a sum of **RM**_____ has been paid to the Assignee/Lender by way of deposit. The Successful Purchaser agreed to pay the balance of the purchase money and to complete the purchase according to the terms and conditions of the purchase. The Auctioneer hereby confirms the said purchase and the Assignee/Lender acknowledges the receipt of the said deposit.

Pursuant to Clause 14 (a) of the Conditions of Sale, the Completion Date shall due on the **26th day of December, 2019**.

Successful Purchaser / Authorised Agent's Signature

Purchase Money : **RM** _____
Deposit Paid : **RM** _____
Balance Due : **RM** _____

For Ng Chan Mau & Co. Sdn. Bhd.
Licensed Auctioneers

For Messrs Che Mokhtar & Ling
Solicitors for the Assignee/Lender
Name : _____
NRIC No : _____

The Assignee/Lender wherever mentioned in this Proclamation of Sale shall mean the Assignee/Lender and/or any financial institution's, business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Lender and/or any financial institution which changed its name to the Assignee/Lender and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Lender had been a party thereto. The full details of the above may be obtained from the Assignee/Lender upon request.

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of www.ngchanmau.com ("NCM website").

IMPORTANT

These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD ("Online Public Auction"). By registering to participate, bidding or purchasing in a CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD auction sale via Online Public Auction, you expressly agree to be bound by these terms and conditions in full.

1. REQUIREMENTS ON ELIGIBILITY OF E-BIDDERS

- 1.1. Parties who are interested to participate in online public auction ("E-Bidders") may do so by logging on to Auctioneer's Website and register as a user.
- 1.2. E-Bidders who register as a user to participate in the public auction via Auctioneer's website shall:
 - a. For an individual - 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 user.
- 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 user once and the registered E-Bidder's username and password can be used for the subsequent auctions on the AUCTIONEER'S Website.
- 2.5. E-Bidders should keep the E-Bidders' account details strictly confidential and must not permit any third party to use or access the E-Bidders' account on behalf or otherwise. The E-Bidders shall be liable for any bids made via the E-Bidders' account.
- 2.6. 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.
- 2.7. It is the sole and absolute responsibility of all intending E-Bidders at the E-Bidders' 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 Reserved 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 NCM 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.
- 2.8. The registration of an individual or company as a user on the NCM website shall not be construed as approval of eligibility of the intended E-Bidders to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

3. ONLINE PUBLIC AUCTION PROCESS

- 3.1. E-Bidders may browse through the NCM website and select the properties the E-Bidders wish to bid.
- 3.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the NCM website Terms & Conditions.
- 3.3. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the NCM 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, the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 3.4. 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 **CIMB BANK BERHAD** in favour of **NG CHAN MAU & CO SDN BHD (BIDDER DEPOSIT)** Account No: **80-0905955-4**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 3.5. 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 NCM website latest by 11.59 pm, at least one (1) working day before the auction date.
- 3.6. Registration shall be subject to verification and approval of NCM website and subject further to deposit payment being cleared by the bank. Please take note that approval from NCM 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 NCM website. Neither NCM 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.
- 3.7. 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.
- 3.8. Upon approval and verification by NCM website and subject to the Upon approval and verification by NCM website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive a password, i.e. "PIN", and a secured hyperlink via SMS to the registered mobile number which allows the registered E-Bidders to bid for their intended property on the auction day.
- 3.9. Bidding may be done via a computer, smart phone or any device with internet connection.
- 3.10. Once the E-Bidders have successfully registered for Online Bidding, the E-Bidders will be eligible to bid online.

4. ONLINE PUBLIC AUCTION BIDDING PROCEDURES

- 4.1. Bidding shall generally commence based on the sequence of the lot being shown on the NCM website. However the Auctioneer has the right to vary this sequence without notice.
- 4.2. It shall be the responsibility of registered E-Bidders to log in through the NCM website to wait for their turn to bid for the property lot in which they intend to bid.

- 4.3. 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.
 - 4.4. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
 - 4.5. Auction starts when a flash message "Starts" is displayed, followed by a message stating "Auction started. Enter your bid now".
 - 4.6. 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 entering the bid amount.
 - 4.7. Any bid by the registered E-bidders shall not be withdrawn once entered.
 - 4.8. 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 webpage.
 - 4.9. When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or through the NCM website.
 - 4.10. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
 - 4.11. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
 - 4.12. 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.
 - 4.13. 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 two (2) working days.
 - 4.14. The information shown and/or prompted on the screen handled by the NCM 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 ONLINE PUBLIC AUCTION SALE**
- 5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum of Sale at the office of the Auctioneer within 3 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 3.4 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 and print a copy of the letter of authorisation from NCM 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, subject to Clause(s) 3.5 and 3.7 above
 - 5.3. In the event there is any inconsistency between the personal details and documents uploaded in the NCM 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 its 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 and the balance (if any) shall be refunded to the successful E-Bidder.
 - 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.
- 6. OTHER APPLICABLE TERMS & CONDITIONS**
- 6.1. All registered E-bidders at NCM 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 NCM 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 NCM website.
 - 6.5. NCM website is owned and operated by The Auctioneer. The E-Bidders agree and accept that the Auctioneer or the Assignee Bank in which the Auctioneer 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 NCM website.
- 7. GOVERNING LAW**
- 7.1. The usage of NCM 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. PERSONAL DATA PROTECTION ACT**
- 8.1. By accessing this NCM website, the E-Bidders acknowledge and agree that NCM 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 NCM 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 are 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 the Auctioneer.
- 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 NCM website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from NCM website.
 - 9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, NCM 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 inconsistency, 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.

PERISYTIHARAN JUALAN

Dalam Perkara Mengenai Perjanjian Pinjaman Dan Suratikatan Penyerahhakan Merangkap Surat Kuasa Wakil Yang Kedua-duanya Bertarikh 4hb Februari, 2000

Antara

Southeast Asia Special Asset Management Berhad (65502-X)

(yang menerima pemindahan dan penyerahhakan segala hak, faedah

dan kepentingan CIMB Bank Berhad (13491-P) di dalam Hartanah yang diserahkan)..... Pihak Pemegang Serahhak / Bank

Dan

Abd Rahim Bin Mat Doa (No. K/P 521230-08-5083)..... Pihak Peminjam

Dan

(1) Abd Rahim Bin Mat Doa (No. K/P 521230-08-5083)

(2) Nor Awani Binti Abd Rahim (No. K/P 790807-08-5818).....

Pihak Penyerahhak

Dalam menjalankan Kuasa dan Hak yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Pinjaman dan Suratikatan Penyerahhakan merangkap Surat Kuasa Wakil yang kedua-duanya bertarikh 4hb Februari, 2000, dimasukkan di antara Pihak Pemegang Serahhak/Bank, Pihak Peminjam dan Pihak Penyerahhak, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah

Akan Menjual Hartanah Yang Dihuraikan Di Bawah Secara LELONGAN AWAM

Pada Hari Sabtu, 28 Haribulan September, 2019, Jam 10.30 pagi

Tempat : Bilik Lelong Ng Chan Mau & Co Sdn Bhd

Unit No. B-0-6 & B-0-7, Tingkat Bawah, Blok B

Megan Avenue II, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur

&

Secara alternatif, penawar yang berminat boleh mengemukakan bidaan untuk Hartanah atas talian ("online") melalui laman web www.ngchanmau.com (Untuk bidaan atas talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelongan untuk tujuan pendaftaran & pengesahan).

PENAWAR ATAS TALIAN ADALAH SELANJUTNYA TERTAKLUK KEPADA TERMA-TERMA DAN SYARAT-SYARAT DI www.ngchanmau.com

1. Hartanah:

Keterangan

(seperti di dalam Perjanjian

Jual Beli yang asal)

Alamat Pos

Hakmilik Strata

: Semua petak kediaman (iaitu sebuah rumah pangsa kos rendah) yang dikenali sebagai No. Petak F-107, No.

Tingkat 1, yang terkandung dalam sebuah bangunan rumah pangsa kos rendah 5 tingkat dikenali sebagai No.

Bangunan Blok F, Zon West Port Tech, Pulau Indah.

: **Unit No. F-1-11A (F-1-13), Blok F, Apartmen Sri Bahtera, Jalan Sungai Chandong 9, Bandar Armada Putra, Pulau Indah, 42000 Pelabuhan Klang, Selangor Darul Ehsan**

: Hakmilik strata hartanah tersebut telah dikeluarkan oleh pihak berkuasa berkenaan.

2. Hakmilik Strata :

Butir-Butir Hakmilik

Pegangan

Keluasan Lantai

Tuanpunya Berdaftar

Syarat Nyata

Sekatan Kepentingan

: PN 22522/M6/2/427, Lot 90417, Mukim Klang, Daerah Klang dan Negeri Selangor Darul Ehsan

: Pajakan selama 99 tahun, tamat pada 21/10/2102

: Lebih kurang 61 meter persegi (657 kaki persegi)

: **Brisdale Holdings Sdn Bhd (278584-V) (dalam likuidasi)**

: Bangunan Kediaman

: Tanah yang diberi milik ini tidak boleh dipindahmilik, dipajak atau digadai melainkan dengan kebenaran Pihak Berkuasa Negeri.

PENAWAR YANG BERMINAT DINASIHATKAN AGAR MEMERIKSA HARTANAH TERSEBUT DAN MEMBUAT CARIAN DAN BERGANTUNG KEPADA PENCARIAN, PERTANYAAN, PENYIASATAN DAN PENGESAHAN MASING-MASING BERKENAAN DENGAN KETEPATAN DAN KEBENARAN BUTIR-BUTIR DAN MAKLUMAT YANG DISEDIAKAN SERTA MENDAPATKAN NASIHAT PROFESIONAL BERKENAAN DENGAN SEGALA MAKLUMAT TERSEBUT SEBELUM JUALAN LELONG.

Hartanah tersebut akan dijual melalui lelongan melalui Pelelong. Hakmilik terhadap Hartanah akan diserahkan kepada Pembeli Berjaya melalui Penyerahhakan selepas penyempurnaan Penyerahhakan tersebut.

Pihak Bank tidak akan memberi jaminan terhadap ketepatan atau kebenaran maklumat dan kenyataan yang terkandung dalam Perisytiharan Jualan dan Syarat-syarat Jualan atau berkenaan dengan kedudukan atau keadaan Hartanah tersebut selain daripada Pihak Bank sebagai Pemegang Serahhak Benefisial yang sah ke atas Hartanah tersebut. Selain daripada yang dinyatakan sebelum ini, tiada perwakilan / pengesahan dibuat secara langsung atau tidak langsung oleh Pihak Bank.

Pemegang Serahhak/Bank di mana yang disebut di dalam Perisytiharan Jualan ini adalah bermaksud Pihak Pemegang Serahhak/Bank dan/atau segala perniagaan, aset dan liabiliti kepunyaan mana-mana institusi kewangan yang telah dipindahmilik kepada dan/atau diletakkan dan/atau dipegang oleh Pemegang Serahhak/Bank dan/atau mana-mana institusi kewangan yang telah menukar namanya kepada Pemegang Serahhak/Bank dan mana-mana perjanjian yang terwujud di mana institusi kewangan tersebut dahulunya adalah satu pihak di bawah perjanjian tersebut kini dianggap seolah-olah Pemegang Serahhak/Bank telah menjadi satu pihak di bawahnya. Butir-butir penuh bagi perkara di atas boleh diperolehi daripada Pemegang Serahhak/Bank atas permintaan.



Harga Rizab : RM20,000.00

Nota : Sebelum jualan lelong, kesemua penawar yang berminat dinasihatkan agar:-

(i) memeriksa hartanah tersebut;

(ii) membuat carian hakmilik (secara rasmi dan tidak rasmi);

(iii) membuat pertanyaan berkenaan kepada Pemaju, Tuantanah dan/atau Pihak Berkuasa; dan

(iv) mendapatkan salinan Syarat-syarat Jualan daripada Pihak Pelelong.

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan Che Mokhtar & Ling**, Peguamcara bagi Pihak Pemegang Serahhak/Bank di 15th Floor, Wisma KWSG, Jalan Kampung Attap, 50460 Kuala Lumpur (Ruj: CML-08A/CIMB3/AR/36405/16, Tel: 03-2274 0413, Faks: 03-2274 8191) atau **CIMB Bank Berhad**

Hotline: 1 300-88-0811 atau

Laman Web : apmart.cimbbank.com.my

NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), Tingkat 1, Blok B

Megan Avenue II

No. 12, Jalan Yap Kwan Seng

50450 Kuala Lumpur

NO TELEFON : 03-2162 3333 / NO FAKS : 03-2162 3233

NO TELEFON BIMBIT : 012-531 0600 (Whatsapp)

E-MEL : info@ngchanmau.com

LAMAN WEB : www.ngchanmau.com

RUJUKAN KAMI : CIMB/48481/in/rs

NG CHAN MAU

LOW CHEE HIAN

ROSEMAINI BINTI AHMAD RADZI

TAN CHI SIANG

Pelelong Berlesen

Harga Rizab

Hartanah tersebut akan dijual dalam "keadaan seperti sediakada" dan tertakluk kepada harga rizab dan kepada terma-terma yang terdapat di dalam Perisytiharan dan Syarat-syarat Jualan.

Deposit

Kesemua penawar adalah dikehendaki mendeposit kepada Pelelong, sebelum jualan lelong, **sepuluh peratus (10%)** daripada harga rizab bersama-sama dengan Cukai (dimana berkenaan) melalui **deraf Pelanggan atau pesanan juruwang** sahaja di atas nama **CIMB Bank Berhad**. Penawar atas talian adalah selanjutnya tertakluk kepada Terma-Terma dan Syarat-Syarat di www.ngchanmau.com.

MASA PENDAFTARAN DITUTUP : 10.15 PAGI