

PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY
ALL DATED 24TH FEBRUARY, 1998

BETWEEN

MYSTIQUE BAY SDN. BHD. (Co. No. 731691-H)

(Pursuant to a Vesting Order dated 20/11/2007 under Kuala Lumpur High Court Originating Summons No. D4-24-323-2007)

.....Assignee

AND

KOK SEK CHIN (NRIC NO.: 570320-08-7040)

.....Assignor/ Borrower

In the exercise of the rights and powers conferred upon the Assignee under the **Facilities Agreement, Deed of Assignment and Power of Attorney all dated 24th February, 1998** entered into between the Assignor/Borrower and the Assignee it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer will sell the property described below by:-

PUBLIC AUCTION

VIA ONLINE BIDDING

ON TUESDAY, THE 24TH DAY OF OCTOBER, 2023

AT 10.00 A.M. IN THE MORNING,

AT WEBSITE WWW.EHSANAUCTIONEERS.COM

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

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

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

- NOTE:-** Prior to the auction sale, all intending bidders are advised to:-
- 1) Inspect the subject property.
 - 2) Obtain a copy of Conditions of Sale and Seek legal advice on the Conditions of Sale herein
 - 3) Conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities
 - 4) Make the necessary enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale whether or not the property is reserved for Bumiputra only and/ or is a low/ medium cost property and whether or not the intending bidder is eligible and qualified to purchase the property.
 - 5) Employees of Mystique Bay Sdn. Bhd., their spouse and / or their children are not entitled to bid at this auction.
 - 6) As at auction date, consent from Developer is yet to be obtained, however it is the responsibilities and liabilities of successful bidder to obtain the consent/transfer pertaining to the auction from Developer and / or relevant authorities.

PARTICULARS OF PROPERTY:-

Strata title has been issued.

Strata Title No.	:	PN 21600/M3/3/411, Lot 51810
Mukim/ District & State	:	Kuala Lumpur/ Wilayah Persekutuan
Developer's Parcel No.	:	2-01J, Block Jade Tower, Sri Mas, Phase III with Accessory Parcel No. L2-92, Podium Block
Tenure	:	Leasehold interest 99 years expiring on 11 th August, 2085
Floor Area	:	Approximately 127 sq.m (1,367 sq.ft)
Express Conditions	:	Tanah ini hendaklah digunakan untuk tapak bangunan kediaman tujuan pangsapuri sahaja
Vendor	:	Wong Yoke Kee @ Wong Yeok Kay
Register Proprietor	:	Datuk Bandar Kuala Lumpur
Beneficial Owner	:	Kok Sek Chin
Encumbrance	:	1. Assigned to Standard Chartered Bank Malaysia Berhad pursuant to the Facilities Agreement, Deed of Assignment and Power of Attorney all dated 24th February, 1998 and subject to all easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover. 2. Pursuant to a Vesting Order dated 20 th November 2007 under Kuala Lumpur High Court Originating Summons No. D4-24-323-2007, all rights, powers, remedies and liabilities of Standard Chartered Bank Malaysia Berhad under the said loan account/security/assignment/matter have been sold, transferred to and vested in Mystique Bay Sdn Bhd with effect from 30 th November 2007 and thereafter, all legal proceedings shall be continued by Mystique Bay Sdn Bhd as if it were a party in place of Standard Chartered Bank Malaysia Berhad.

LOCATION AND DESCRIPTION:-

The subject property is a **condominium unit** and bearing postal address **Unit No. 3-2-1, 2nd Floor, Jade Tower, Seri Mas Condominium, Jalan 4/89A, Batu 3 ½ Jalan Cheras, 56000 Kuala Lumpur**. Accommodation :- Lounge cum dining area, master bedroom attached with a bath/wc, 2 other bedrooms, kitchen, bath/wc, balcony, yard.

RESERVE PRICE:-

The property will be sold on an "**as is where is**" basis and subject to a reserve price of **RM280,000.00 (RINGGIT MALAYSIA TWO HUNDRED EIGHTY THOUSAND ONLY)** and the Conditions of Sale by way of an Assignment from the above named Assignee 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.**

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **BANK DRAFT** only in favour of **MYSTIQUE BAY SDN. BHD.** or remit the same through online banking transfer, **one (1) working day before auction date** and the balance of the purchase money to be settled within **ninety (90) days** from the date of the sale, failing which the 10% deposit may be forfeited by the Assignee at its absolute discretion. **For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com on the manner of payment of the deposit. Proof of payment shall be emailed to marketing@ehsanauctioneers.com one (1) working day before the auction date for registration.**

For further particulars, please apply to **Messrs. Sidek Teoh Wong & Dennis**, Solicitors for the Assignee/Bank at **Level 16, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur**. (Ref.: JCS/AS/GL/3227/15(MQBSB), Tel.: 03-26923000 Fax: 03-26930300) or the under mentioned Auctioneer:-

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

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

12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

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

Our Ref No: **ALIN/MYS0218/STWD(10)**

Website: www.ehsanauctioneers.com

E-mail: hema@ehsanauctioneers.com

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

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

/ ABDUL RAHIM BIN HUSSIN

(Licensed Auctioneers)

PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHAN HAK DAN SURAT KUASA WAKIL KESEMUANYA BERTARIKH 24^{hb} FEBRUARI, 1998

ANTARA

MYSTIQUE BAY SDN. BHD. (No. Syarikat 731691-H)
(Melalui Perintah Letak Hak bertarikh 20/11/2007 dibawah No. Saman Pemula D4-24-323-2007 Mahkamah Tinggi Kuala Lumpur)

.....Pihak Pemegang Serah Hak

DAN

KOK SEK CHIN (NO. K/P.: 570320-08-7040)

.....Pihak Penyerah Hak/Pihak Peminjam

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak di bawah Perjanjian Kemudahan, Suratikatan Penyerahan Hak dan Surat Kuasa Wakil kesemuanya bertarikh 24^{hb} Februari, 1998 di antara Pihak Penyerah Hak/Pihak Peminjam 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:-

LELONGAN AWAM

SECARA ATAS TALIAN

PADA 24HB OKTOBER, 2023, BERSAMAAN HARI SELASA,

JAM 10.00 PAGI,

DI LAMAN WEB WWW.EHSANAUCTIONEERS.COM

&

Sebagai alternatif, bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui www.ehsanauctioneers.com
(Untuk pembidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan)
PENAWAR ATAS TALIAN ADALAH SELANJUTNYA TERTAKLUK KEPADA TERMA DAN SYARAT DI www.ehsanauctioneers.com

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

- 1) Memeriksa hartanah tersebut
- 2) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang lain
- 3) Membuat pertanyaan dari Pemaju/Pemilik Tanah dan/atau Pihak Berkuasa yang lain berkenaan dengan syarat-syarat pindahmilik.
- 4) Mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai syarat-syarat tersebut mengenai kebenaran untuk membeli hartanah di dalam ini sebelum jualan lelong samada hartanah itu dikhaskan untuk bumiputera sahaja dan / atau hartanah itu adalah unit kos rendah / sederhana dan samada penawar yang berminat layak dan berkelayakan untuk membeli hartanah tersebut.
- 5) Pekerja-pekerja Mystique Bay Sdn. Bhd., pasangan dan / atau anak-anak mereka tidak dibenarkan untuk membuat tawaran di dalam lelongan ini.
- 6) Kebenaran dari Pemaju masih belum diperolehi setakat tarikh lelongan. Walaubagaimana pun, penawar yang berjaya mempunyai tanggungjawab dan liabiliti untuk mendapatkan kebenaran / pindahmilik berkenaan dengan lelongan daripada Pemaju dan / atau Pihak Berkuasa Negeri.

BUTIR-BUTIR HARTANAH:-

Hakmilik strata telah dikeluarkan.

No. Hakmilik Strata : PN 21600/M3/3/411, Lot 51810
Mukim/ Daerah & Negeri : Kuala Lumpur/ Wilayah Persekutuan
No. Petak Pemaju : 2-01J, Blok Jade Tower, Sri Mas, Fasa III beserta Petak Aksesori No. L2-92, Blok Podium
Pegangan : Sewaan pajakan selama 99 tahun luput pada 11^{hb} Ogos, 2085
Keluasan Lantai : Anggaran 127 mp (1,367 kp)
Syarat-syarat Nyata : Tanah ini hendaklah digunakan untuk tapak bangunan kediaman tujuan pangsapuri sahaja
Penjual : Wong Yoke Kee @ Wong Yeok Kay
Pemilik Berdaftar : Datuk Bandar Kuala Lumpur
Pemilik Benefisial : Kok Sek Chin
Bebanan :

1. Telah diserahkan kepada Standard Chartered Bank Malaysia Berhad mengikut Perjanjian Kemudahan, Suratikatan Penyerahan Hak dan Surat Kuasa Wakil kesemuanya bertarikh 24^{hb} Februari, 1998 dan tertakluk kepada semua easemen, pajakan, sewaan, penghuni, gadaian kaveat, perjanjian jual-beli yang lama, serahhak yang lama, perjanjian rasmi dan juga semua liabiliti.
2. Selaras dengan Perintah Perletakhakan bertarikh 20hb November 2007 di bawah Mahkamah Tinggi Kuala Lumpur Saman Pemula No. D4-24-323-2007, semua hak, kuasa, remedi dan liabiliti Standard Chartered Bank Malaysia Berhad di bawah akaun pinjaman/sekuriti/penyerahhakan/ perkara ini telah dijual, dipindah milik dan diletakhakan kepada Mystique Bay Sdn Bhd bermula dari 30hb November 2007 dan oleh itu semua prosiding undang-undang selepas dari itu akan diteruskan oleh Mystique Bay Sdn Bhd seolah-olah ianya adalah suatu pihak yang menggantikan Standard Chartered Bank Malaysia Berhad.

LOKASI DAN KETERANGAN HARTANAH:-

Hartanah tersebut adalah satu unit kondominium yang beralamat pos di No. Unit 3-2-1, Tingkat 2, Jade Tower, Seri Mas Kondominium, Jalan 4/89A, Batu 3 ½ Jalan Cheras, 56000 Kuala Lumpur. **Akomodasi** :- Ruang rehat beserta ruang makan, bilik tidur utama beserta bilik mandi/tandas, 2 bilik tidur yang lain, dapur, bilik mandi/tandas, balkoni dan laman.

HARGA RIZAB:-

Hartanah tersebut akan dijual secara "keadaan sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RM280,000.00 (RINGGIT MALAYSIA DUA RATUS LAPAN PULUH RIBU SAHAJA)** dan Syarat-syarat Jualan melalui Penyerahhak dari Pihak Pemegang Serahhak dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada. **Pembida atas talian juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam www.ehsanauctioneers.com.**

Semua penawar yang ingin membuat tawaran dikehendaki menandatangani deposit kepada Pelelong, sebelum lelongan 10% daripada harga rizab secara **BANK DERAJAT** sahaja atas nama **MYSTIQUE BAY SDN. BHD. atau melalui pemindahan perbankan atas talian** kepada Pelelong, **sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan awam** dan baki wang belian hendaklah dijelaskan dalam tempoh **sembilan puluh (90) hari** dari tarikh lelongan ini berjaya, di mana sekiranya gagal dipenuhi, deposit sebanyak 10% tersebut akan ditebus oleh Pihak Pemegang Serahhak menurut pertimbangan mereka secara mutlak. **Untuk pembida atas talian sila rujuk Terma & Syarat pada www.ehsanauctioneers.com dengan cara pembayaran deposit. Bukti pembayaran hendaklah diemail ke marketing@ehsanauctioneers.com satu (1) hari bekerja sebelum tarikh lelongan untuk pendaftaran.**

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Sidek Teoh Wong & Dennis**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di Level 16, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur. (Ruj.: JCS/AS/GL/3227/15(MQBSB), Tel.: 03-26923000, Faks: 03-26930300) atau Pelelong yang tersebut di bawah ini:-

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

Suite C-20-3A, Tingkat 20, Blok C, Megan Avenue II,
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
No. Tel : 03-2161 6649 No. Fax : 03-2161 6648
Ruj : **ALIN/MYS0218/STWD(10)**
Laman Web: www.ehsanauctioneers.com
E-mail: hema@ehsanauctioneers.com
HP NO. : 016-2161 047 (CALL, WHATSAPP & SMS)

DATO' 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 **MYSTIQUE BAY SDN. BHD.** ("the Assignee") by virtue of a Vesting Order dated 20th November 2007 of the Kuala Lumpur High Court under the Originating Summons No. D4-24-323-07 and in exercising of the rights and powers conferred upon the Assignee pursuant to the said **Facilities Agreement, Deed of Assignment and Power of Attorney all dated 24th February, 1998** executed by **KOK SEK CHIN** ("the Assignor/Borrower") 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, on an "as is where is basis" and without vacant possession.
- 2) Subject to the reserve price of **RM280,000.00 (RINGGIT MALAYSIA TWO HUNDRED EIGHTY THOUSAND ONLY)** ("the Reserve Price"), the highest bidder being so allowed by the Auctioneer shall be the Purchaser(s) but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the sale. In the case of any as dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property.
- 3) The Assignee be and is hereby at liberty to bid for the property (**without having to pay any deposit whatsoever.**) In the event of the Assignee becoming the Purchaser(s), the Assignee is at liberty to set off the purchase price against the amount due and owing under the said **Facilities Agreement, Deed of Assignment and Power of Attorney** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
- 4) The Auctioneer shall have the right to withdraw the property for sale at any time before the fall of hammer and either after or without declaring the reserve price.
- 5) No bid shall be less in advance than the previous bid and a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of hammer, the deposit of 10% of the Reserve Price shall be forfeited to the Assignee.
- 6) All intending bidders (with the exception of the Assignee) are required to deposit with the Auctioneer 10% of the fixed Reserve Price for the property by bank draft in favour of **MYSTIQUE BAY SDN. BHD.** or remit the same through online banking transfer, **one (1) working day before auction date. Proof of payment shall be emailed to marketing@ehsanauctioneers.com one (1) working day before the auction date for registration.**
- 7) Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorized to sign all the necessary documents. All intending bidders shall be required to verify their identities by showing the auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.
- 8) If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only. If the sale is restricted to Bumiputra only, the intending bidders shall be Bumiputra of Bumiputra incorporated bodies or companies.
- 9) No bankrupts is/are allowed to bid or act as agents. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent of the Foreign Investment Committee. In the event a bankrupt bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the Property, the bidding deposit or the purchase deposit, as the case may be, shall be forfeited to the Assignee and the Property may be put up for sale at a date and time to be fixed by the Auctioneer/Assignee.
- 10) Immediately after the fall of the hammer, the Purchaser(s) (other than the Assignee if it is the Purchaser) shall pay to the Assignee's Solicitors, **MESSRS SIDEK TEOH WONG & DENNIS** as stakeholders for the Assignee, the difference between the deposit stated in Clause 6 above and the sum equivalent to 10% of the successful bid either by CASH or by BANK DRAFT in favour of **MYSTIQUE BAY SDN. BHD.**
- 11) In the event that the Purchaser(s) fails to pay a deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 6, & Clause 10 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. The deficiency in price (if any) and all costs incurred by the Assignee which may result on a resale or the purchase money if there is no resale as the case may be, shall be recoverable from the defaulting Purchaser(s).
- 12) The balance of the purchase money shall be paid in full by the Purchaser(s) within **NINETY (90) days** from the date of the auction sale ("the Completion Date") by bank draft only drawn in favour of **MYSTIQUE BAY SDN. BHD.** It is hereby agreed between the Assignee and Purchaser(s) that if the Purchaser(s) shall require extension of time to pay the balance purchase price, the Assignee may at its absolute discretion grant to the Purchaser(s) extension of time and the Purchaser(s) shall pay to the Assignee "**interest, at the rate stated in the Security documents or at the Sole discretion of MYSTIQUE BAY SDN. BHD.**" as agreed liquidated damages on the unpaid balance purchase price, calculated on a day to day basis from the Completion Date to the date of actual payment thereof or such part or parts thereof.
- 13) The Purchaser shall be liable to pay any arrears of maintenance, sinking fund, quit rent, taxes, rates, assessment, charges, water, sewerage, electricity, fixed telephone line and any late payment/penalty and other outgoings which may be due to any relevant authority or the developer/landowner in respect of the said property. The Assignee may however at their absolute discretion agree to absorb the arrears of the maintenance, sinking fund, quit rent, assessment, water and sewerage only, due to any relevant authority or developer in respect of the said property until the date of auction up to a maximum of Ringgit Malaysia Two Thousand (RM2000.00) only by deducting the same from the proceeds of sale and/or debiting the borrower(s)'s account and/or by any other means the Assignee deems appropriate. For the purpose of this sub-clause, the Purchaser shall have firstly settled all sums outstanding due and owing to the relevant authority or developer/landowner in respect of the said Property and forward the receipt(s) of payment to the Assignee within forty-five (45) days from the date of the auction.
- 14) In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 12 above or in the event the Purchaser becomes a bankrupt or dies prior to the payment of the balance of the purchase price and interest payable, the deposit paid pursuant to Clauses 6 & 10 above (after defraying expenses to the sale) shall be forfeited by the Assignee and the property may again put up for sale at a time, place & reserve price to be fixed by the Assignee at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result on a resale or the balance purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser(s).

- 15) Upon full payment of the balance purchase price in accordance with Clause 12 above, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser(s)'s cost and expenses (including legal fees, stamp duty and registration fees) Assignment/Memorandum of Transfer in favour of the Purchaser(s) of all the rights and benefits under the Principle Sale and Purchase Agreement entered between the Developer/Landowner of the property and the original purchaser/Assignor upon such terms and conditions stipulated by the Assignee in its absolute discretion. Thereafter and upon the Purchaser(s)'s payment of all such cost and expenses of the Assignment/Transfer including the Solicitors' fees and disbursement in preparing the Assignment/Memorandum of Transfer and any administrative or transfer costs or any other outgoings that may be due to or imposed by the Developer/Landowner, the Assignee shall deliver to the Purchaser(s) or his/her/their solicitor the duly executed Assignment/Memorandum of Transfer, the original Sale and Purchase Agreement/original title (if the same has been deposited with the Assignee) and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser shall agree that the Assignment/Transfer (including any applications for consent to the relevant authorities) to be executed by the Assignee/Bank in favour of the Purchaser shall be prepared by the solicitors for the Purchaser in such form and format duly approved by the Assignee/Bank or the Assignee/Bank's solicitors (wherein the Purchaser shall pay the Assignee/Bank's solicitors vetting fee of **RM212.00 inclusive of 6% SST where applicable**) and the Purchaser shall be liable to all costs and expenses including legal, stamp and registration fees of and incidental to the assignment/transfer of the Property.
- 16) Subject to Clause 10 and 11 hereof, in respect of the Property where there is / are outstanding progressive payment(s) due to the Developer, the Purchaser shall:-
- (i). In the event that he / she require a loan to enable him / her to complete the purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, cause his / her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee / Bank from its original undertaking;
 - (ii). In the event that he / she shall not require a loan to enable him / her to purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee / Bank from its original undertaking;
 - (iii). Any payment due and payable to the Developer after the date of sale, including the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving of any undertaking / bank guarantee stated in Clause 16 (i) and (ii) hereof, shall be borne by the Purchaser absolutely; and
 - (iv). In the event that the Purchaser shall fail, neglect and / or refuse to procure a letter of undertaking / bank guarantee mentioned in the manner and at the times reserved in Clause 16 (i) and (ii) hereof, the Assignee shall be entitled to terminate the Sale by a notice in writing to the Purchaser whereon the 10% Deposit referred in Clause 10 shall be forfeited by the Assignee / Bank and the property may again be put up for sale at a date and time to be fixed by the Assignee / Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee / Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 17) As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser(s) as regards any loss or damage of whatsoever nature or howsoever occurring.
- 18) The Purchasers shall admit the identity of the property purchased by the Purchaser(s) with that comprised in the Proclamation of Sale and/or muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars of the Proclamation of Sale and muniments respectively.
- 19) The property is sold strictly on an as is where is basis and without vacant possession and subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser(s) shall be deemed to have full knowledge of the state and conditions of the property and the Purchaser made/submitted the bid solely as a result of the Purchaser's own inspection/evaluation and depending on the Purchaser's own skill and judgment and not in reliance on any representation or warranty, whether oral and/or written and/or implied by or from the Assignee, the Assignee's personnel, and/or the Auctioneer and/or the Assignee's solicitors.
- 20) In the event that the separate document of title or strata title for the property has been issued,, the purchaser undertakes at his own cost and expense, to obtain the Developer's consent to direct transfer of the Property to the Purchaser. The transfer of the Property from the Developer or Proprietor (as the case may be) shall be procured and prepared by the Purchaser at the Purchaser's expense who undertakes to pay such sum and comply with the condition (if any) imposed by the Developer, its liquidator, and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the property. In case where the Developer is not agreeable to direct transfer, the Assignee shall bear all cost, expenses and charges relating to the perfection of transfer to be registered in the name of the Assignor and the Successful Bidder shall thereafter bear all cost, expenses, levies and charges for the Title or Strata Title to be registered in the name of the Successful Bidder.
- 21) 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 the sale or shall any abatement or compensation be allowed in respect thereof.
- 22) 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, easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights(if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser(s) shall be deemed to have full knowledge of the state and conditions of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.

- 23) In the event of the sale being set aside for any reason whatsoever whether by the Assignee or by an Order of Court or any legal requirement not being obtained by the Purchaser from the Developer/Landowner or any other relevant authority (other than that due to any act of default and/or omission by the Purchaser(s)), this sale shall become null and void and be of no further effect and the Assignee shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser(s) to the Assignee) to the Purchaser(s), free of interest less costs and fees incurred by the Assignee in connection with or relating to the sale, and the Purchaser(s) shall not be entitled to any claim and demand whatsoever against the Assignee, the Solicitors, the Auctioneer or their respective servants or agents on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser(s). Upon payment by the Assignee in this clause, the Purchaser(s) shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee, the Solicitors and the Auctioneer or their respective servants or agents.
- 24) Where applicable, the Purchaser(s) shall from the date of the auction sale apply to and obtain from the Developer/Landowner and/or other relevant authorities (if any) for consent to transfer and the Purchaser(s) has to comply with all the terms and conditions as imposed by the Developer/Landowner or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser(s) and to keep the Assignee or **MESSRS SIDEK TEOH WONG & DENNIS** informed at all times of the developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser(s) solely. In the event the consent not being obtained from the Developer/Landowner and/or relevant authorities due to the act or default or omission of the Purchaser, the Assignee shall be entitled to forfeit the purchase deposit and all interest (if any) paid pursuant to Clause 6 and 10 above
- 25) In the event the legally required terms & conditions from the Developer/Landowner and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee then the Assignee shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser(s) towards account of the purchase price free of interest less all costs and fees incurred by the Assignee in connection with or in relation to the sale herein and the Purchaser(s) shall not be entitled to any claims and demands whatsoever against the Assignee, the Solicitors, the Auctioneer or their respective servants or agents on account thereof.
- 26) The Assignee does not undertake to deliver vacant possession of the property to the Purchaser(s). The Purchaser(s) after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his own cost and expenses take possession of the property without obligation on the part of the Assignee or its Agent to give vacant possession.
- 27) All necessary investigations required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
- 28) For the purpose of these conditions time shall be the essence of the contract.
- 29) In the event of any discrepancy, mis-statement, omission or error appearing in the various translations on the particulars and conditions herein the English Language version shall prevail.
- 30) In the event of any dispute whatsoever in respect of the sale, the Purchaser(s) hereby expressly agrees to resolve the same with the Assignee.
- 31) Unless expressly provided herein, the Assignee, the Solicitors and the Auctioneer or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser(s), including but not limited in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the property whatsoever and howsoever caused or arising.
- 32) All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating the property are made without responsibility on the part of the Assignee, the Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee, the Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the property, the subject of the auction.
- 33) In the event that the sale is terminated for any reason whatsoever, the Purchaser(s) shall redeliver vacant possession of the property (if vacant possession of the property is taken by the Purchaser(s)) to the Assignee at the costs of the Purchaser(s) immediately upon such determination.
- 34) In the event there is any balance of monies due to the Developer by the Assignor under the Original Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer such balance (if any).
- 35) The Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title [including but not limited to the payment of maintenance/services charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the Landowner and the original purchaser] as though the Purchaser were the original party thereto.
- 36) The Assignee and the Auctioneer shall be and are hereby at liberty postpone, call off or adjourn the auction sale at any time before the fall of the hammer with or without notice.
- 37) Any notice, request or demand required to be served on the Purchaser shall be in writing and shall be deemed to be sufficiently served within if it is sent by prepaid registered post to the Purchaser's address as stated herein; or his solicitors and such notice, request or demand shall be deemed to have been received twenty four (24) hours after it was posted notwithstanding it is subsequently returned undelivered or if it is given by hand to the Purchaser or the Purchaser's solicitors, at the time of delivery. All notices to the Assignee/Bank shall be in writing and shall be served on the Assignee/Bank by A.R. Registered Post or by hand.
- 38) Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent/approval of the Foreign Investment Committee **and/or relevant authorities and the Assignee/Auctioneer/Assignee's solicitors shall at all times not be held liable and/or responsible for any failure/refusal/neglect by the Foreign Citizen/Foreign Company/Permanent Resident to apply and/or obtain such approval(s)/consent(s).** In the event a bankrupt bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the Property, **without the necessary prior approval(s) and/or consent(s)** the bidding deposit or the purchase deposit, as the case may be, shall be forfeited to the Assignee and the Property may be put up for sale at a date and time to be fixed by the Auctioneer/Assignee.
- 39) In these clauses as stated above, where the context permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.

CONTRACT

MEMORANDUM:- At the sale by Public Auction held this **Tuesday, the 24th day of October, 2023** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale and Purchase Agreement dated 24th March, 1997** entered into between **WONG YOKE KEE @ WONG YEOK KAY** of the one part and **KOK SEK CHIN** of the other part in relation to the property identified as **Developer's Parcel No. 2-01J, Block Jade Tower, Sri Mas, Phase III with Accessory Parcel No. L2-92, Podium Block** and bearing postal address **Unit No. 3-2-1, 2nd Floor, Jade Tower, Seri Mas Condominium, Jalan 4/89A, Batu 3 ½ Jalan Cheras, 56000 Kuala Lumpur.**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM_____** who has paid to the Solicitors abovenamed the sum of **RM_____** by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

Purchase Money RM.....
Deposit Money RM.....
Balance Due RM.....

- 1) Purchaser's Name:-.....
I/C No:-.....
- 2) Purchaser Name:-.....
I/C No:-.....
- 3) Address:-.....
.....
- 4) Tel No.:.....

Signature of Purchaser/s Authorized Agent

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

SIGNATURE
**For Messrs. Sidek Teoh Wong & Dennis
SOLICITOR FOR THE ASSIGNEE**

ONLINE TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all members of www.ehsanauctioneers.com ("EHSAN AUCTIONEERS SDN. BHD. website").

1. ELIGIBILITY OF E-BIDDERS

- 1.1. Parties who are interested to participate in public auction ("E-Bidders") may do so by logging on to **EHSAN AUCTIONEERS SDN. BHD.** Website and register as a member.
- 1.2. E-bidders who register as a member to participate in the public auction via **EHSAN AUCTIONEERS SDN. BHD.** website shall: a. Be of 18 years and above, sound mind and not an undischarged bankrupt; b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation; c. Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3. E-bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

2. REGISTRATION OF E-BIDDERS

- 2.1. E-Bidders shall provide true, current and accurate information to register as a member.
- 2.2. Individual E-Bidders are required to upload copies of identification documents.
- 2.3. For E-bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director's Resolution shall be uploaded.
- 2.4. E-Bidders only need to register as member once and the registered E-Bidder's member name and password can be used for the subsequent auctions on the **EHSAN AUCTIONEERS SDN. BHD.** Website.
- 2.5. E-bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.
- 2.6. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-Bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and **EHSAN AUCTIONEERS SDN. BHD.** website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.
- 2.7. The registration of an individual or company as a member on the **EHSAN AUCTIONEERS SDN. BHD.** website shall not be construed as approval of eligibility of the intended E-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

3. HOW TO BID

- 3.1. E-Bidders may browse through the **EHSAN AUCTIONEERS SDN. BHD.** website and select the properties they wish to bid & click VIEW DETAIL to see more.
- 3.2. Bidders need to click **REGISTRATION FOR ONLINE BIDDER** button.
- 3.3. E-Bidders are required to agree and accept the **EHSAN AUCTIONEERS SDN. BHD.** website Terms & Conditions before proceeding with the bid.
- 3.4. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the **EHSAN AUCTIONEERS SDN. BHD.** website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale.
- 3.5. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. **10%** of the reserve price. Payment of the deposit must be made via local bank transfer to **AMBANK (M) BERHAD** in favour of **EHSAN AUCTIONEERS SDN. BHD.** (BIDDER DEPOSIT) Account No: **0662012000727**. Evidence of the transfer must be uploaded and submitted at the time of registration.
- 3.6. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the **EHSAN AUCTIONEERS SDN. BHD.** website latest by **3.00 P.M.**, at least one (1) working day before the auction date.
- 3.7. Registration shall be subject to verification and approval of **EHSAN AUCTIONEERS SDN. BHD.** website and subject further to deposit payment being cleared by the bank. Please take note that approval from **EHSAN AUCTIONEERS** administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **EHSAN AUCTIONEERS SDN. BHD.** website. Neither **EHSAN AUCTIONEERS SDN. BHD.** website nor its agents and/or representatives bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidder is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within two (3) working days.
- 3.8. After Online Registration done, bidder can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.9. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
 - a. The person's NRIC copy (front and back); and
 - b. A copy of the relevant Letter of Authorization.
- 3.10. Upon approval and verification by **EHSAN AUCTIONEERS** administrator and subject to the deposit payment being cleared by the bank, registered E-Bidders can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.11. Bidding may be done via a computer, smart phone or any comfortable device with strong internet connection.

4. BIDDING PROCEDURES

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

5. POST PUBLIC AUCTION

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

6. OTHER APPLICABLE TERMS & CONDITIONS

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

7. APPLICABLE LAWS AND JURISDICTION

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

8. CONFIDENTIALITY OF INFORMATION

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

9. INTELLECTUAL PROPERTY

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

10. MISCELLANEOUS

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