

PROCLAMATION OF SALE

IN THE MATTER OF THE LOAN AGREEMENT AND DEED OF ASSIGNMENT BOTH
DATED 04TH DAY OF AUGUST, 2005

BETWEEN

COLLECTIUS AMC 1 SDN BHD
[COMPANY NO: 201601039481/1210422-W]

THE ASSIGNEE

AND

KAUSALZA A/P SINBUHAN @ MANIAM (NRIC NO.: 771005-14-5774/A3768829)

THE ASSIGNOR/BORROWER

In exercising the rights and power conferred upon the Assignee under the Loan Agreement and Deed of Assignment both dated 04th day of August, 2005 entered between the Assignee, the Borrower/s and the Assignor/s

WILL SELL THE PROPERTIES DESCRIBED BELOW BY

PUBLIC AUCTION

ON TUESDAY, THE 27TH DAY OF JUNE, 2023

AT 10.00 A.M.

VENUE: THE AUCTION HALL OF EHSAN AUCTIONEERS SDN. BHD.,
SUITE C-0-3A, LEVEL UG, BLOCK C, MEGAN AVENUE II,
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR

&

Alternatively, prospective bidders may submit bids for the properties online via www.ehsanauctioneers.com
(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)

PARTICULARS OF PROPERTIES: -

MASTER TITLE NO AND PT NO	:	6874, Lot No. 30794 Seksyen 19
MUKIM / DISTRICT / STATE	:	Rawang / Gombak / Selangor
TENURE	:	Leasehold interest for a term of 99 years
FLOOR AREA	:	About 750 square feet
VENDOR	:	Chai Chu Teng (Nric No.: 700325-08-5442/A1504948)
DEVELOPER	:	Hatisuci Sdn. Bhd.
PROPRIETOR	:	Selangor State Secretary
ENCUMBRANCES	:	Assigned to Collectius AMC 1 Sdn Bhd [Company No: 201601039481/1210422-W] who has taken over a part of the assets and liabilities of The Bank of Nova Scotia Berhad(308035-U) pursuant to Vesting Order dated 13.04.2022.

LOCATION AND DESCRIPTION OF THE SUBJECT PROPERTIES

The subject property is an apartment and identified as Developer's Parcel Unit No. B3-12, Floor No. B3, Building No. 12, Block B, Taman Setia Rawang bearing postal address Blok B3-12, Jalan Setia Rawang 10, Taman Setia Rawang, 48000 Rawang, Selangor Darul Ehsan.

RESERVE PRICE

The subject properties will be sold on an "as is where is" basis, and subject to a reserve price of **RM72,900.00 (RINGGIT MALAYSIA SEVENTY TWO THOUSAND AND NINE HUNDRED ONLY)** and the **Conditions of Sale** and subject to consent being obtained by the purchaser (at the purchaser's own costs and expenses) from the Developer and other relevant authorities (if any) for the transfer of the subject properties. **Online bidders are further subject to the Terms & Conditions on www.ehsanauctioneers.com.**

TAX

The sale of the subject properties is subject to any such tax implemented under any law now be or hereafter imposed by Government of Malaysia whenever applicable.

ALL INTENDING BIDDERS ARE ADVISED TO INSPECT THE SUBJECT PROPERTIES, TO CONDUCT OFFICIAL MASTER TITLE SEARCH AND TO MAKE NECESSARY INQUIRIES AND INVESTIGATIONS AT ALL RELEVANT AUTHORITIES FOR THE EXACT INFORMATION INRESPECT OF THE SUBJECT PROPERTIES PRIOR TO THE AUCTION SALE AND TO SEEK LEGAL ADVICE ON ALL MATTERS IN CONNECTION WITH THE AUCTION SALE, INCLUDING THE CONDITIONS OF SALE HEREIN. THIS MATERIAL IS BASED UPON INFORMATION WHICH WE CONSIDER RELIABLE. AS IT HAS BEEN SUPPLIED BY THIRD PARTIES, WE CANNOT REPRESENT THAT IT IS ACCURATE AND/OR COMPLETE. AS SUCH, IT MAY BE SUBJECT TO ERRORS AND/OR OMISSIONS.

All intending bidders are required to deposit with the Auctioneer, a sum equivalent to **10%** of the Reserve Price by **Bank Draft or Cashier's Order** only in favour of **COLLECTIUS CMS (M) SDN. BHD.** prior to the auction sale or remit the same through online banking transfer, **one (1) working day before auction date** and the balance of the purchase money shall be paid by the Purchaser within **one hundred and twenty (120) days** from the date of auction sale to **COLLECTIUS CMS (M) SDN. BHD.**, failing which the deposit shall be forfeited by the Assignee/Bank at its absolute discretion

For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com for the manner of payment of the deposit.

For further particulars, please contact the **Messrs. Chye, Chow, Chung & Co.** of Unit 5-3A, 3rd Mile Square, No. 151, Jalan Kelang Lama, Batu 3½, 58100 Kuala Lumpur. (Ref No.: SVM/28914/22/KAU, Tel No. 03-7982 4390 or the undermentioned Auctioneer. Intending bidders may also visit the Auctioneer's Website at www.ehsanauctioneers.com, for more information.

EHSAN AUCTIONEERS SDN. BHD. [200301014889 (617309-U)]

Suite C-20-3A, Level 20, Block C, Megan Avenue II,
No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur

TELEPHONE NO : 03-2162 6649 Fax No.: 03-2161 6648
HOTLINE : 016 2161 047 (CALL, WHATSAPP & SMS)
E-MAIL : hema@ehsanauctioneers.com
WEBSITE : www.ehsanauctioneers.com
OUR REFERENCE : ALIN/CMS0018/CCHC

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

CONDITIONS OF SALE

1. RESERVE PRICE AND BIDDING AT AUCTION

- 1.2 This sale is made by **COLLECTIUS CMS (M) SDN. BHD.** ("the Assignee") in respect of (**as stated in the Proclamation of Sale**) ("the Properties") and the rights title interest and benefits of the Assignee in relation thereto subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the Properties and further subject to the reserve price ("Reserve Price") as stated in the Proclamation of Sale and this Conditions of Sale.
- 1.3 Subject to the provisions of Clause 5 below, the highest bidder for the Properties if so, allowed by the auctioneer for the Properties ("Auctioneer") shall be the purchaser ("Purchaser") thereof and the Auctioneer shall have the rights to reject any bid. If any dispute shall arise as to any bidding, the Properties shall at the option of the Auctioneer be put up again for sale at the last undisputed bid or the Auctioneer may decide on the dispute and the decision of the Auctioneer on all matters not provided for in this Conditions of Sale shall be final and binding in all respects if such decision is made during the course of conducting the auction sale ("Auction") on the auction date.
- 1.3 No bid shall be less than the previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Properties is put up for sale and no bid shall be withdrawn or retracted. Should there be any withdrawal or retraction from any registered bidder(s) or the highest bidder before or after the fall of the hammer, the bidding deposit as stated in Clause 2 below ("Bidding Deposit") shall be forfeited and the Properties shall at the option of the Assignee be put up for sale again or the Assignee may decide to adjourn the Auction to another date.
- 1.4 Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Bidders may submit their bid at any of these stages of biddings.
- 1.5 When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or through online.
- 1.6 The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.

2. BIDDING DEPOSIT

All intending bidders shall deposit with the Auctioneer, prior to the Auction, a **Bank Draft or Cashier's Order** only in favour of **COLLECTIUS CMS (M) SDN. BHD.** prior to the auction sale **or remit the same through online banking transfer, one (1) working day before auction date**, a Bidding Deposit equivalent to **ten per cent (10%)** of the **Total Reserve Price**. **For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com for the manner of payment of the deposit.**

3. AUTHORITY TO ACT/BID

- 3.1 Any bidder intending to bid at the Auction on behalf of another person, body corporate, society or firm is required to deposit with the Auctioneer, prior to the Auction, a letter of authority from such person, body corporate, society or firm stating that he is acting on behalf of that person, body corporate, society or firm, as the case may be, and is duly authorized to execute any necessary documents on behalf of that person, body corporate, society or firm.
- 3.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by any relevant authority, it shall be sold to individual persons only.
- 3.3 If the sale is restricted to Bumiputras only, such bidder, if any, shall be a Bumiputra and where the bidder is a company it shall be a Bumiputra company.
- 3.4 Save for E-Bidders (as defined in Part 1.1 of the Online Terms and Conditions) who are required to upload copies of identification documents for verification purpose, all other intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the Auction, failing which they shall not be entitled to bid.

4. PROHIBITION TO ACT/BID

- 4.1 A person who has not reached the age of majority or is below 18 years old as defined under the Age of Majority Act 1971 (Act 21) as at the date of the Auction shall not be legally competent to bid or to purchase the Properties.
- 4.2 No bankrupt is allowed to bid or act as agent.
- 4.3 In the event a person who has not reached the age of majority or is below 18 years old bids in relation to the sale of the Properties, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited and the Properties may be put up for sale again at a date and time to be fixed by the assignee.
- 4.4 In the event a bankrupt bid or acts as agent in relation to the sale of the Properties, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited and the Properties may be put up for sale again at a date and time to be fixed by the Assignee.

5. COMPANY'S RIGHTS

- The Assignee reserve the following rights: -

5.1 Right to withdraw Sale

At its sole and absolute discretion and for any reason whatsoever (including but not limited to instances where there is a suspicion of collusion between bidders or involvement of third parties unrelated to the bidders which may adversely affect the eventual auction price), to withdraw, postpone and/or call off the sale of the Properties at any time prior to the fall of the hammer on the date of the Auction. The Assignee are not obliged to assign any reason and shall not in any way whatsoever be held liable to the Purchaser or any other party in the event the Assignee decide to exercise its discretion to withdraw, postpone and/or call off the sale of the Properties.

5.2 Right to Resell after withdrawal

Subsequent to the withdrawal of the Properties from the Auction, to sell the Properties at any time or times thereafter subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Properties to be auctioned at the Auction and in such manner as the Assignee may deem fit in its sole and absolute discretion.

6. PAYMENT/COMPLETION

- 6.1 Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum of Sale ("Memorandum") at the foot of this Conditions of Sale.
- 6.2 In the event that the total purchase price ("TPP") is higher than the Reserve Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum ("Additional Deposit") equivalent to the difference between **ten per cent (10%)** of the TPP and the Bidding Deposit by **Bank Draft or Cashier's Order** drawn in favour of **COLLECTIUS CMS (M) SDN. BHD.**, as payment of deposit and towards part payment of the TPP (the Bidding Deposit and the Additional Deposit shall collectively be referred to as the "Purchase Deposit"). **For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com for the manner of payment of the same.** For the purpose of clarity and pursuant to the Online Terms and Conditions, an E-Bidder (as defined in Part 1.1 of the Online Terms and Conditions), if he/she/it is the Purchaser, shall have three (3) working days from the date of auction to sign the Memorandum. The purchaser shall pay to the Purchaser's Solicitors (as stakeholder) or to Director General of Inland Revenue Malaysia directly if the successful bidder elects not to be represented, the sum equivalent to seven per cent (7%) of the TPP ("Retention Sum") towards the Purchaser's obligations under Section 21B of the Real Properties Gains Tax Act 1976 ("RPGT Act") to be dealt with in accordance with Clause 13A hereinbelow and to notify the Assignee or the Assignee's solicitor within sixty (60) days from the date of the Auction or within seven (7) days upon settlement of the balance TPP (whichever is earlier).
- 6.3 In the event the Purchaser fails to immediately pay the Additional Deposit and/or Retention Sum or fails to sign the Memorandum within the stipulated timeframe, the sale shall be deemed terminated, the Bidding Deposit shall be forfeited and the Properties may be put up for sale again at a date and time to be fixed by the Assignee. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale as compared to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. Any increase in price on resale shall however belong to the Assignee. A certificate by Assignee as to the costs and expenses of, in connection with and resulting from such resale shall be deemed to be accepted by the Purchaser as binding, correct and conclusive.
- 6.4 In the event that the Purchaser at any time stops payment of the Bidding Deposit and/or the Additional Deposit and/or the Retention Sum, the Assignee shall be entitled to terminate the sale whereupon the Bidding Deposit and/or Additional Deposit shall be forfeited to the Assignee absolutely and the Properties may again be put up for sale at a date and time to be fixed by the Assignee. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale as compared to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. Any increase in price on resale shall however belong to the Assignee. A certificate by the Assignee as to the costs and expenses of, in connection with and resulting from such resale shall be deemed to be accepted by the Purchaser as binding, correct and conclusive.

- 6.5 The balance of the TPP ("Balance Purchase Price") being equivalent to eighty-three per cent (83%) of the TPP shall be paid by the Purchaser within **one hundred and twenty (120) days** from the auction date ("Completion Date") to the Assignee by bank draft or cashier's order drawn in favour of **COLLECTIUS CMS (M) SDN. BHD.** However, the Completion Date may be extended by the Assignee at its sole and absolute discretion for such period or periods as the Assignee deem fit ("Extended Completion Date") provided that: -
- (a) a written request is made by the Purchaser to the Assignee or the Assignee's solicitor at least seven (7) days before the expiry of the Completion Date;
 - (b) the Purchaser shall pay to the Assignee interest ("Late Payment Interest") at the rate of ten percent per annum (10% p.a.) on the Balance Purchase Price calculated on a daily rest basis until full payment of such amount;
- For the avoidance of doubt, any payment made by the Purchaser in connection with this sale including, without limitation, the payment of the Balance Purchase Price shall only be deemed effected or received by the Assignee upon the relevant draft/order being cleared and good for payment, and the cleared funds are with the Assignee.
- 6.6 In the event that: -
- (a) the Purchaser fails to pay the Balance Purchase Price within the Completion Date or Extended Completion Date, as the case may be, and in the manner as stipulated in Clause 6.5 above; or
 - (b) the Purchaser fails to pay any sum or sums payable under this sale within the time stipulated for payment; or
 - (c) the Purchaser commits any breach of the conditions contained herein or fails to perform or observe all or any of the terms herein; or
 - (d) before payment in full of the Balance Purchase Price, the Purchaser commits an act of bankruptcy or enters into any composition or arrangement with its creditors,
- the Assignee shall be entitled to either (i) seek specific performance of this sale and all reliefs following therefrom in which event the Purchaser shall also be liable to pay the Assignee interest at the rate of ten percent per annum (10% p.a.) calculated on a daily rest basis from the date of default until the date of payment of the Balance Purchase Price or any part thereof outstanding, such interest to be payable both before as well as after any judgment is obtained against the Purchaser; or (ii) to terminate the sale whereupon the Purchase Deposit paid under Clause 6.2 and 6.5 above shall be forfeited to the Assignee absolutely whereupon the Purchaser shall withdraw all or any private caveat(s) entered by or for the benefit of the Purchaser onto the title of the Subject Properties and return any documents received by the Purchaser, the Purchaser's solicitors, the bank which is agreeable to grant to the Purchaser a loan to finance the purchase of the subject properties ("Financier") or Financier's solicitors, in relation to the Subject Properties with the interest of the Assignee in the Subject Properties intact, if any. The Assignee shall then after the Purchaser's fulfillment of the aforesaid obligations, refund or procure to be refunded to the Purchaser the Balance Purchase Price or part thereof received from the Purchaser and with regard to the Retention Sum: -
- (a) if the Retention Sum has been applied in accordance with **Clause 13A**, the Assignee shall deliver to the Purchaser a letter issued by the Assignee to the Director General of Inland Revenue Board of Malaysia ("Director General") to confirm the termination of the sale and purchase herein and authorize the Director General to release the Retention Sum to the Purchaser whereupon the Purchaser shall be responsible for recovering the amount paid to the Director General without recourse to the Assignee or the Assignee's Solicitors. Upon the Purchaser's receipt of the said letter from the Assignee, it shall be deemed that the Assignee has fulfilled its obligation to pay or procure to be paid the sum equivalent to the Retention Sum to the Purchaser.
- Thereafter, the Subject Properties may again be put up for sale at a date and time to be fixed by the Assignee. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale as compared to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. Any increase in price on resale shall however belong to the Assignee. A certificate by the Assignee as to the costs and expenses of, in connection with and resulting from such resale shall be deemed to be accepted by the Purchaser as binding, correct and conclusive.
- 7. DEED OF ASSIGNMENT OR TRANSFER**
- 7.1 Upon the Assignee's receipt of full payment of the TPP and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any, the Assignee and the Purchaser shall observe the following: -
- 7.2 The Assignee shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses including legal, stamp and registration fees in favour of the Purchaser an Assignment in the form and format duly approved by the Assignee, of all the rights, title, interest and benefits under the principal Sale and Purchase Agreement entered into between the Developer and the original purchaser upon the terms and conditions stipulated by the Assignee at its absolute discretion. Thereafter and upon payment by the Purchaser of all such costs and expenses including the vetting fee of the Assignment, and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the Purchaser, the Assignee shall deliver to the Purchaser the Assignment duly executed or caused to be executed by the Assignee, the original of the principal Sale and Purchase Agreement or duplicate copy or certified true copy and the original of the previous Assignment(s) or duplicate copy or certified true copy as in the Assignee's possession; and if any the aforesaid documents is not available, the Assignee shall not be obliged to provide the same.
- 7.3 In the event of the individual land/strata title of the properties has been issued by the relevant authority, the transfer of the Properties 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 sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the Properties.
- 7A. DELIVERY OF DOCUMENTS**
- The Assignee shall not be required to produce or deliver or procure to be delivered to the Purchaser any deed or document not in its possession nor shall it be liable for any costs and/or expenses incurred in obtaining the delivery to the Purchaser of any such deed or document and no objection shall be made on the ground of such non-production or non-delivery.
- 8. CONDITION OF PROPERTIES**
- All bidders shall be deemed to have carried out their own investigations and examinations of the Properties and the title particulars at their own cost and expense and upon being successful at the Auction, shall accept the Properties in the state and condition in which the Properties is at the date of the Auction.
- 9. TENANCIES AND RESTRICTIVE COVENANTS**
- The Properties is believed by the Assignee to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances and rights, if any, subsisting thereon or thereover without the obligation of the Assignee to define the same respectively and the Purchaser is deemed to have full knowledge and notice thereof.
- 10. DESCRIPTION OF THE PROPERTIES**
- 10.1 The Purchaser shall be deemed to have accepted the description of the Properties (including but not limited to its title particulars, area and measurements) as described in the Proclamation of Sale and such other documents offered by the Assignee prior to the Auction as the correct and valid description of the Properties.
- 10.2 Any error, misstatement, omission or misdescription of the Properties in the Proclamation of Sale and the documents referred to in Clause 10.1 above shall not annul the sale, nor shall any compensation be allowed therefor to the Purchaser or any other party.
- 10.3 The Properties is sold: -
- (a) in its present state and condition on an "as-is-where-is" basis, for the avoidance of doubt, the Assignee shall not be in any way responsible for any encumbrance lodged against the Properties on or at any time after the date of the Auction. Accordingly, should there be any encumbrance (including but not limited to caveats and prohibitory orders) lodged against the Properties during such period, the Purchaser shall be solely responsible to remove or procure the removal of such encumbrance at the Purchaser's sole cost and expense. Further, the Purchaser shall not be entitled to terminate the sale of the Properties as a result of the lodgment of such encumbrance;
 - (b) without vacant possession;
 - (c) subject to all conditions of title whether express or implied and restrictions-in-interest;
 - (d) subject to all restrictive or other covenants, easements, rights and interests and the existing category of land use affecting the Properties;

- (e) subject to: -
(i) all schemes or proposed schemes affecting the Properties by any Governmental Authorities; and
(ii) all matters, notices, charges and claims affecting the Properties.

The Purchaser shall be deemed to have purchased the Properties with full knowledge and notice of all such schemes or proposed schemes including any layout plans, matters, notices, charges and claims which shall be complied with and discharged by the Purchaser who shall not be entitled to make or raise any objection or requisition whatsoever in respect thereof; and

- (f) notwithstanding any other provision contained herein, subject to the Assignee making no representation or warranty of any kind whatsoever either express or implied including without limitation as to description, certificate of fitness, tenancy, quality, conditions, restrictions in interest, measurements, area, land acquisition, payment of rates and other outgoings, suitability and fitness for purpose of the Properties.

11. RISK OF THE PROPERTIES

As from the time of payment of the TPP, the Properties shall be at the sole risk of the Purchaser as regards to loss or damage of whatsoever nature or howsoever occurring including by fire or other accidents, state of cultivation, non-occupation, compulsory acquisition or otherwise.

12. QUIT RENT & OTHER OUTGOINGS

12.1 Any arrears of quit rent and assessment which may be lawfully due to any relevant government authority or Developer and any arrears of other charges and utilities in regards of the Properties until the fall of the hammer shall be paid out upon receipt of full auction proceeds including late payment interest (if any), as the case may be, provided that the Purchaser shall extract a copy of such bills and forward the same to the Assignee or the Assignee's Solicitor within sixty (60) days from the date of the Auction or together with the balance TPP (whichever is earlier). After the fall of the hammer, all quit rent, taxes, rates, assessment and other charges and utilities in respect of the Properties shall be paid by the Purchaser.

12.2 In the event the Assignee has expended money to comply with any requirement or demand made by Governmental and/or Local Authorities in respect of the Properties between the date of the Auction and the Completion Date or Extended Completion Date, as the case may be, the Purchaser shall, on the Completion Date or Extended Completion Date, as the case may be, repay the Assignee the amount expended by the Assignee and fully and effectually indemnify the Assignee for all costs and expenses in respect thereof. The Assignee may, however, upon receiving notice of such requirement or demand decide in its sole and absolute discretion to give the Purchaser the option to comply therewith in lieu of incurring such cost and/or expense on behalf of the Purchaser.

13. CONSENT

The Purchaser shall be responsible to apply for consent from the Developer and/or other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees in connection with or incidental to the application shall be borne by the Purchaser. The Purchaser shall bear Administrative Fee to the Developer and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the Properties to the Purchaser.

13.1 The Purchaser shall be responsible for applying for consent from the Authorities in respect of the sale no later than fourteen (14) days from the date of the Auction. All fees, charges and expenses including administrative fees in connection with or incidental to such application(s) and/or the compliance with any conditions attached to the consent granted by the Authorities shall, save as otherwise provided in Clause 12.1, be borne by the Purchaser. The Purchaser shall within five (5) Business Day furnish the Assignee with a copy of all such applications made/submitted and all correspondence between the Purchaser and the Authorities in respect thereof.

13.2 Should the consent granted by any of the Authorities be conditional and any of the condition(s) is/are not acceptable to the Assignee, the Assignee shall have the right to terminate the sale herein whereupon the provisions of Clause 15.3 shall apply. For the avoidance of doubt, save as aforesaid, where the consent of any of the Authorities granted to the Purchaser is subject to any condition, the consent of such Authority shall be deemed to have been duly granted and Clause 6.6 shall apply in the event of the Purchaser's non-payment of the Balance Purchase Price.

13.3 The Purchaser shall bear all costs and expenses in respect of obtaining any necessary consent or approval from the Authorities.

13A. REAL PROPERTIES GAINS TAX

- a) Pursuant to the provision of the Real Property Gains Tax Act, 1976 (hereinafter referred to as the said Act") and for the purpose of this sale, the Purchaser shall deduct a sum of equivalent to 7% of the total purchase price and shall pay the said 7% of the Purchase Price to the Director General of Inland Revenue Malaysia Within sixty (60) days from the date of disposal of the Property.
- b) The Purchaser shall forward the proof of payment in respect thereof within seven (7) days from the date of the payment to the Assignee or the Assignee's Solicitors in order to enable the Assignee to obtain exemption and certificate of clearance from the Director General of Inland Revenue Malaysia.
- c) In default of payment of the 7% within the line and manner stipulated in the provisions of the Real Property Gains Tax Act, 1976 the Purchaser shall in all circumstances whatsoever be responsible and liable to pay the requisite 3% with it's own and absolute costs and expenses and the Purchaser shall not be entitled to claim or demand whatsoever against the Assignee/Bank in respect thereof.

14. NO DELIVERY OF VACANT POSSESSION

The Purchaser, upon payment of the TPP, shall be deemed to have taken legal possession of the Properties without any obligation on the part of the Assignee to give vacant possession. The Assignee do not undertake to deliver vacant possession of the Properties to the Purchaser.

15. SALE BEING SET ASIDE AND CONSEQUENCES OF TERMINATION

15.1 In the event of this sale being set aside for any reason whatsoever by an Order of the Court, the Assignee shall be entitled to terminate the sale herein whereupon the provisions of Clause 15.3 shall apply.

15.2 In the event that the Assignee is served with an application for an injunction restraining the sale of the Properties ("Injunction") at any time after the date of the Auction but prior to the Completion Date or Extended Completion Date, as the case may be, the Assignee may apply to the Court to set aside the Injunction. Alternatively, the Assignee shall be entitled to terminate the sale herein whereupon the provisions of Clause 15.3 shall apply.

15.3 In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent (if applicable) not being obtained from the Developer/Proprietor and/or other relevant authorities pursuant to Clause 13.2, 15.1 and 15.2, this sale shall be of no further effect from the date of the notification thereof by the Assignee or the Purchaser, as the case maybe, to the other party whereupon:

- (a) the Assignee shall refund the Purchase Deposit or TPP, as the case may be, to the Purchaser free of interest and the Purchaser shall not be entitled to any claim and/or demand whatsoever against the Assignee/Bank or any other party on account thereof.
- (b) In the event the sale is terminated for any reason whatsoever, the Purchaser, if vacant possession of the Property is delivered, shall redeliver vacant possession of the Property to the Assignee at the costs of the Purchaser immediately upon such termination. The Purchaser shall, immediately upon such notification and at the cost and expense of the Purchaser, return to the Assignee all documents (including the Completion Documents) delivered to the Purchaser, the Purchaser's solicitors, , in the event the Purchaser obtains from a financial institution ("the Financier"), the Financier and/or the Financier's solicitors with the respective interests of the Assignee in the Properties intact and, if possession of the Properties has prior thereto been delivered, shall at the Purchaser's own costs and expense to redeliver possession of the Properties to the Assignee in the same state and condition as it were delivered to the Purchaser, and withdraw or cause to be withdrawn all private caveats lodged or caused to be lodged against the Properties by the Purchaser and/or the Financier, all at the Purchaser's sole costs and expenses.
- (c) if the Retention Sum has been paid to the Director General of Inland Revenue Malaysia, the Assignee shall deliver to the Purchaser a letter issued by the Assignee to the Director General to confirm the termination of the sale and purchase herein and authorize the Director General to release the Retention Sum to the Purchaser whereupon the Purchaser shall be responsible for recovering the amount paid to the Director General without recourse to the Assignee or the Assignee's Solicitors. Upon the Purchaser's receipt of the said letter from the Assignee, it shall be deemed that the Assignee has fulfilled its obligation to pay or procure to be paid the sum equivalent to the Retention Sum to the Purchaser; and
- (d) the Purchaser shall not be entitled to any claim and/or demand whatsoever against the Assignee or any other party on account hereof. A certificate by the Assignee verifying such costs (including solicitor and client costs), expenses and/or fees incurred by the Assignee in connection with or relating to the sale of the Subject Properties shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee under this clause, the Purchaser is deemed to have accepted that such refund shall constitute full satisfaction of all claims hereunder or otherwise and the Purchaser shall have no other claims whatsoever against the Assignee. For the avoidance of doubt, any interest paid under Clause 6.6 above shall be forfeited and accordingly, the Purchaser shall not be entitled to a refund of such monies.

- 15.4 In the event of consent not being obtained from the Authority due to the act of default or omission by the Purchaser within the Completion Period or the Extended Completion Period, as the case may be, the Assignee shall be entitled to forfeit the Purchase Deposit and all interest (if any) paid pursuant to Clause 6.6 above.
- 15.5 In the event the sale is terminated for any reason whatsoever, the Purchaser, if legal possession of the Subject Properties is delivered, shall redeliver legal and/or vacant possession of the Subject Properties to the Assignee at the costs of the Purchaser immediately upon such termination.
16. **TIME OF THE ESSENCE**
Time wherever mentioned herein shall be of the essence of this Conditions of Sale.
17. **ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**
The Purchaser shall not without the prior written consent of the Assignee and/or the Authorities (if applicable) be entitled to assign the Purchaser's rights, title, interest and benefits under the contract of sale made hereto. The Assignee's decision to grant such consent or otherwise shall be in its sole and absolute discretion and shall not be questioned nor shall the Assignee be required to give any reason for its failure to grant such consent.
18. **ENCROACHMENT/ACQUISITION**
If any encroachment over the Properties shall be found to exist or if the Government or any Local Authority acquires or has the intention to acquire the whole or any part of the Properties for any reason whatsoever, such encroachment and/or acquisition/intended acquisition shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof to the Purchaser or any other party.
18. **EXCLUSION OF LIABILITY**
All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the Properties are made without responsibility on the part of the Assignee, 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 Assignee's solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the Properties.
19. **PROCLAMATION OF SALE, CONDITIONS OF SALE AND MEMORANDUM OF SALE**
All contents in the Proclamation of Sale and this Conditions of Sale are to be read together and shall be part of the Memorandum of Sale.
20. **NOTICE**
All written notices and communications are deemed to be duly delivered to and served upon the Purchaser by leaving at or posting by certificate of posting to the Purchaser's address mentioned in the Memorandum of Sale unless the Purchaser is represented by a firm of solicitors, and in such a case, it shall be deemed to be duly delivered to and served upon the Purchaser if delivered to the firm of solicitors.
21. **VARIATION OF THE CONDITIONS OF SALE**
Prior to the Auction, the Assignee and/or the Auctioneer reserves the absolute right at any time to vary, alter or add to the Conditions of Sale.
22. **APPOINTMENT OF SOLICITOR**
The Purchaser is advised to appoint a Solicitor to act for the Purchaser and in the event no Solicitor is appointed, the Purchaser is deemed to have elected to be unrepresented in this sale.
23. **GOVERNING LAW AND JURISDICTION**
This Conditions of Sale shall be governed and construed in accordance with the laws of Malaysia and each of the parties hereto hereby submits to the exclusive jurisdiction of the Courts of Malaysia.
24. **SEVERABILITY**
In the event that any one or more of the provisions contained in this Conditions of Sale shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this Conditions of Sale or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Conditions of Sale and this Conditions of Sale shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
25. **BUSINESS DAY**
"Business Day" means a day excluding Saturdays, Sundays and public holidays on which banks and government offices are open for business in Kuala Lumpur and Selangor.
26. **COSTS**
The Purchaser shall be responsible for and shall pay its own solicitors' costs and all cost, stamp duty and registration fees payable on this sale and the Assignment.
27. **Online Bidders are also bound by online Terms and Conditions contained at www.ehsanauctioneers.com in addition to this Condition of Sale. If there are any inconsistencies or any conflict between the online Terms and Conditions and this Condition of Sale, the provisions in this Condition of Sale shall prevail.**

MEMORANDUM OF SALE

MEMORANDUM : At the sale by Public Auction this **27th day of June, 2023** of the Properties identified as bearing postal address at **(as stipulated in the Proclamation of Sale)** (hereinafter referred to as **"the Properties"**), held under the **Master Title No. 6874, Lot No. 30794 Seksyen 19**, the highest bidder _____

_____ (**NRIC No. / Company No.** _____) of _____ has been declared the Purchaser of the said properties subject to the Conditions of Sale for the sum of **(RM _____) (Ringgit Malaysia _____)** (hereinafter referred to as the "Purchase Price"). The Purchaser has paid the sum of **(RM _____) (Ringgit Malaysia _____)** being **10%** of the Purchase Price by way of deposit and agrees to pay the balance of the Purchase Price (including the Retention Sum as defined in Condition of Sale) and complete the purchase according to the Conditions of Sale and the Auctioneer hereby confirms the said purchase and the Assignee hereby acknowledge receipt of the said deposit.

PURCHASE PRICE	:	RM	_____
DEPOSIT PAID	:	RM	_____
BALANCE DUE	:	RM	_____

**SIGNED BY THE PURCHASER /
AUTHORIZED AGENT**

**SIGNED BY THE AUCTIONEER(S)
M/S EHSAN AUCTIONEER SDN. BHD.**

**SIGNED BY THE SOLICITOR'S
MESSRS CHYE, CHOW, CHUNG & CO**
NAME : _____
NRIC NO : _____

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 (2) working days.
- 3.8. After Online Registration done, bidder can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.9. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
 - a. The person's NRIC copy (front and back); and
 - b. A copy of the relevant Letter of Authorization.
- 3.10. Upon approval and verification by **EHSAN AUCTIONEERS** administrator and subject to the deposit payment being cleared by the bank, registered E-Bidders can view the status of approval at **EHSAN AUCTIONEERS SDN. BHD.** website under **PROFILE** after LOGIN using the same registered email (**Rejected/Pending/Approved**)
- 3.11. Bidding may be done via a computer, smart phone or any comfortable device with strong internet connection.

4. BIDDING PROCEDURES

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

- 4.15. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
- 4.16. The information shown and/or prompted on the screen handled by the **EHSAN AUCTIONEERS SDN. BHD.** website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

5. POST PUBLIC AUCTION

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