PROCLAMATION OF SALE

IN THE MATTER OF THE LOAN AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED 05TH DAY OF SEPTEMBER, 2017

BETWEEN

UNITED OVERSEAS BANK (MALAYSIA) BHD [Registration No.: 199301017069/271809-K] **ASSIGNEE/BANK**

AND

CHONG TECK SENG (NRIC NO.: 890319-14-5947) **ASSIGNOR/BORROWER**

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Loan Agreement, Deed of Assignment and Power of Attorney all dated 05th day of September, 2017** into between the Assignor/Borrower and the Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer.

WILL SELL THE PROPERTY DESCRIBED BELOW BY
PUBLIC AUCTION
VIA ONLINE BIDDING
ON WEDNESDAY, THE 10TH DAY OF JANUARY 2024, AT 3.00 P.M. IN THE AFTERNOON
AT WEBSITE WWW.EHSANAUCTIONEERS.COM

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

NOTE:
All intending bidders are advised to do the following prior to the auction sale:-

1) **inspect the subject property;**
2) **obtain a copy of the Conditions of Sale and seek independent legal advice on the Conditions of Sale;**
3) **conduct an official title search 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; and**
5) **The successful bidder shall be responsible to obtain the consent of the Developer for direct transfer if individual/strata title has been issued**

PARTICULARS OF TITLE

The strata title to the property has been issued by relevant authorities.

STRATA TITLE NO. /LOT NO.	:	Pajakan Negeri 52903/M1D/15/1039, with Accessory Parcel Nos. A2403, A2404, A4302, Lot No. 102132, Mukim of Petaling, District of Kuala Lumpur, State of Wilayah Persekutuan Kuala Lumpur
DEVELOPER'S PARCEL NO.	:	Parcel No. D-13A-08, Type A1, Storey No. 13A, Building No. Block D, with Accessory Parcel Car Park Bay No. L6-210 & L6-211, Nidoz Residences @ Desa Petaling also known as Residensi Bayan Desa Petaling
FLOOR AREA	:	113 square metres (about 1,216 square feet)
TENURE	:	Leasehold for a term of 99 years, expiring on 24th June, 2113
VENDOR (DEVELOPER)	:	**Aspire Causeway Sdn Bhd (949516-M)**
PROPRIETOR	:	**Yayasan Wilayah Persekutuan (152446-W)**
ENCUMBRANCE	:	Assigned to United Overseas Bank (Malaysia) Bhd.
EXPRESS CONDITION	:	Pangsapuri
RESTRICTION IN INTEREST	:	Tanah ini tidak boleh dipindahmilik, dipajak, dicagar atau digadai tanpa kebenaran Jawatankuasa Kerja Tanah Wilayah Persekutuan Kuala Lumpur

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is **a four-bedroom condominium unit with two car parking bays** bearing postal address of **Unit No. D-13A-08, Residensi Bayan Desa Petaling, No. 22A, Jalan 2/125, Desa Petaling, 57100 Kuala Lumpur.**

RESERVE PRICE:

The subject property will be sold on an **"as is where is basis"** and subject to a reserve price of **RM603,000.00 (RINGGIT MALAYSIA SIX HUNDRED THREE THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authorities. **Any arrears of quit rent, assessments and service or maintenance charges** which may be lawfully due to any relevant authority or the Developer up to the date of auction sale of the property shall be paid out of the purchase money upon receipt of full purchase price. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne by the successful Purchaser. **Online bidders are further subject to the Terms & Conditions on www.ehsanauctioneers.com.**

All intending bidders are required to deposit **10%** of the fixed reserve price for the said property by **Bank Draft or Cashier's Order** in favour of **UOBM for CHONG TECK SENG or remit the same through online banking transfer, one (1) working day before auction date.** 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 **UNITED OVERSEAS BANK (MALAYSIA) BHD via Real Time Electronics Transfer of Funds and Securities (RENTAS). For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com. on the manner of payment of the deposit.**

FOR FURTHER PARTICULARS, please contact **M/S KHAW & PARTNERS,** of **6th Floor, Menara Boustead, 69, Jalan Raja Chulan, 50200 Kuala Lumpur. (Ref No.: 390/166/30409/2023), Tel No.: 03-2141 7633)** solicitors for the Assignee herein or the undermentioned 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.: 03-2162 6649 Fax No.: 03-2162 6648
Our Ref: **UMI/UOB0723/KP(2)**
Website: www.ehsanauctioneers.com
E-mail: hema@ehsanauctioneers.com
HP NO.: 016 2161 047 (CALL, WHATSAPP & SMS)

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

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN PINJAMAN, SURATIKATAN PENYERAHANHAK DAN SURAT KUASA WAKIL KESEMUANYA BERTARIKH 05HB SEPTEMBER, 2017

ANTARA

UNITED OVERSEAS BANK (MALAYSIA) BHD
[No. Pendaftaran: 199301017069/271809-K] **PIHAK PEMEGANG SERAHHAK/BANK**

DAN

CHONG TECK SENG (NO. K/P: 890319-14-5947) **PIHAK PENYERAHHAK/PIHAK PEMINJAM**

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah **Perjanjian Pinjaman, Suratikatan Penyerahanhak dan Surat Kuasa Wakil kesemuanya bertarikh 05hb September, 2017** diantara Pihak Penyerahhak, Pihak Pelanggan dan Pihak Pemegang Serahhak/Bank yang diperbuat dalam perkara diatas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut dibawah.

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA
LELONGAN AWAM
SECARA ATAS TALIAN
PADA 10HB JANUARI, 2024 BERSAMAAN HARI RABU,
JAM 3.00 PETANG,
DI LAMAN WEB WWW.EHSANAUCTIONEERS.COM

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)

NOTA:

Bakal-bakal pembeli adalah dinasihatkan agar membuat perkara-perkara yang berikut sebelum jualan lelong:-

1) **memeriksa hartanah tersebut;**
2) **memperolehi salinan Syarat-Syarat Jualan dan meminta nasihat guaman bebas mengenai Syarat-Syarat Jualan;**
3) **membuat carian hakmilik induk secara rasmi di Pejabat Tanah dan/atau pihak-pihak berkuasa lain yang berkenaan.**
4) **membuat pertanyaan dengan Pihak Pemaju dan/atau pihak-pihak berkuasa yang lain yang berkenaan mengenai terma-terma persetujuan untuk jualan ini dan**
5) **Pembeli yang berjaya akan bertanggungjawab untuk mendapatkan kebenaran Pemaju untuk pindahmilik terus sekiranya hakmilik individu/strata telah dikeluarkan**

BUTIR-BUTIR HAKMILIK

Hakmilik strata untuk hartanah subjek telah dikeluarkan oleh Pihak berkuasa berkenaan.

NO. HAKMILIK STRATA/NO.LOT	**:**	Pajakan Negeri 52903/M1D/15/1039, dengan No Petak Aksesori A2403, A2404, A4302, No Lot 102132, Mukim Petaling, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur
NO. PARSEL PEMAJU	**:**	Nombor Petak D-13A-08, Jenis A1, No. Tingkat 13A, No. Bangunan Blok D, dengan Petak Aksesori Tempat Letak Kereta No. L6-210 & L6-211, Nidoz Residences @ Desa Petaling juga dikenali sebagai Residensi Bayan Desa Petaling
KELUASAN LANTAI	**:**	113 meter persegi (kira-kira 1,216 kaki persegi)
PEGANGAN	**:**	Pajakan untuk tempoh 99 tahun, tamat pada 24 Jun, 2113
PENJUAL (PEMAJU)	**:**	**Aspire Causeway Sdn Bhd (949516-M)**
TUAN PUNYA	**:**	**Yayasan Wilayah Persekutuan (152446-W)**
BEBANAN	**:**	Serahhak kepada United Overseas Bank (Malaysia) Bhd
SYARAT NYATA	**:**	Pangsapuri
SEKATAN KEPENTINGAN	**:**	Tanah ini tidak boleh dipindahmilik, dipajak, dicagar atau digadai tanpa kebenaran Jawatankuasa Kerja Tanah Wilayah Persekutuan Kuala Lumpur

LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah sebuah **unit kondominium empat bilik tidur dengan dua ruang letak kereta** beralamat di **Unit No. D-13A-08, Residensi Bayan Desa Petaling, No. 22A, Jalan 2/125, Desa Petaling, 57100 Kuala Lumpur.**

HARGA RIZAB:

Hartanah tersebut akan dijual dalam **"keadaan sepertimana sediada"** dan tertakluk kepada satu harga rizab sebanyak **RM603,000.00 (RINGGIT MALAYSIA ENAM RATUS TIGA RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahanhak dari Pemegang Serahhak/Bank dan tertakluk kepada kebenaran untuk pindahmilik diperolehi daripada Pemaju dan Pihak Berkuasa yang berkenaan, sekiranya ada temasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pemaju dan Pihak Berkuasa. **Segala bayaran cukai pintu, taksiran termasuk caj perkhidmatan atau penyenggaraan** yang mungkin dikenakan oleh Pihak Berkuasa atau Pemaju yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian selepas menerima baki wang belian. Segala fi, kos dan caj-caj berhubung dengan pindahmilik dan penyerahanhak hartanah tersebut hendaklah ditanggung oleh Pembeli berjaya. **Pembeli melalui online juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam www.ehsanauctioneers.com.**

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **10%** daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** di atas nama **UOBM bagi CHONG TECK SENG atau melalui pemindahan perbankan atas talian** kepada Pelelong, **sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan awam**. Baki wang belian hendaklah dibayar oleh Pembeli dalam **tempoh satu ratus dua puluh (120) hari** dari tarikh jualan kepada **UNITED OVERSEAS BANK (MALAYSIA) BHD** melalui Sistem Pemindahan Elektronik, Masa Nyata bagi Dana dan Sekuriti **(RENTAS). Untuk penawar dalam talian sila rujuk Terma & Syarat pada www.ehsanauctioneers.com dengan cara pembayaran deposit.**

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan KHAW & PARTNERS,** yang beralamat di **Tingkat 6, Menara Boustead, 69, Jalan Raja Chulan, 50200 Kuala Lumpur. (Ruj No.: 390/166/30409/2023), No. Tel: 03-2141 7633)** Peguamcara bagi Pihak Pemegang Serahhak atau Pelelong yang tersebut di bawah.

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.: 03-2162 6649 Fax No.: 03-2162 6648
No. Ruj: **UMI/UOB0723/KP(2)**
Website: www.ehsanauctioneers.com
E-mail: hema@ehsanauctioneers.com
HP NO. : 016 2161 047 (CALL, WHATSAPP & SMS)

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

CONDITIONS OF SALE

1. The sale is made by **UNITED OVERSEAS BANK (MALAYSIA) BHD** (hereinafter called "the Assignee/Bank") in the exercise of the rights and powers conferred upon the Assignee/Bank in pursuance of the **Loan Agreement, Deed of Assignment and Power of Attorney all dated 05th day of September, 2017** executed by the Assignor/Customer and the Assignee/Bank and is made subject to all conditions and category of land use, expressed or implied or imposed upon or relating to or affecting the Property and subject to the terms and conditions contained herein.

2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. 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 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 from auction sale. Any bid shall be subject to the minimum amount as decided by the Auctioneer.

3. The Assignee/Bank be and is hereby at liberty to bid for the Property at the sale **(without having to pay any deposit whatsoever)**. The Auctioneer shall have the right to withdraw the Property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event of the Assignee/Bank becoming the Purchaser, the Assignee/Bank is at liberty to set off the purchase price against the amount due and owing under the said **Loan Agreement, Deed of Assignment and Power of Attorney all dated 05th day of September, 2017** on the date of sale, plus the cost and expenses including but not limited to taxes, duties or levies of the sale and all other costs and expenses including but not limited to taxes, duties or levies whatsoever in connection with this matter.

4. No bid shall be less than the last previous bid by a sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder (s) before the fall of the hammer, the deposit of **10%** of the reserve price shall be forfeited to the Assignee/Bank and the Property shall at the option of the Assignee/Bank be put up for sale again or the Assignee/Bank may decide to adjourn the auction sale to another date. **For online bidders, please refer to the Terms and Conditions on www.ehsanauctioneers.com. for manner of payment of the deposit.**

5. Each intending bidder **(with the exception of the Assignee/Bank)** is required to deposit with the Auctioneer **10%** of the fixed reserve price for the Property by **Bank Draft or Cashier's Order** in favour of **UOBM for CHONG TECK SENG or remit the same through online banking transfer, one (1) working day before auction date** prior to the auction sale. 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 is acting on behalf of another person, body corporate or firm, and he/she is authorized to sign all the necessary documents. **For a Bumiputra lot, only Bumiputra(s) are allowed to act for and on behalf of the bidder**. 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. A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of auction sale, or who is an undischarged bankrupt, shall not be permitted to bid in his personal capacity or act as agent of a principal at the auction sale. **A foreign citizen or foreign company is only allowed to bid for the Property subject to the prevailing legal requirements, guidelines and/or existing policies and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Foreign Investment Committee (if any) and/or relevant State Authorities in the said sale in accordance with the terms stated.**

6. Immediately after the fall of the hammer, the Purchaser **(other than the Assignee/Bank if he/she is the Purchaser)** shall pay to the Assignee/Bank, the difference between the deposit paid under Clause 5 above and the sum equivalent to **10%** of the successful bid ("Differential Sum") in **CASH or by BANK DRAFT.** The differential sum and the deposit paid under Clause 5 above (collectively referred to as "the Deposit") shall be deemed to be part payment of the purchase price. The Purchaser shall also complete and execute these Conditions of Sale and Memorandum of Contract. The Deposit shall be held by the Assignee/Bank subject to the provisions of Clauses 7 and 9 herein. **For online bidders please refer to the Terms & Conditions on www.ehsanauctioneers.com. for the manner of payment of the same.**

7. In the event that the Purchaser fails to pay the Deposit or fails to sign these Conditions of Sale and Memorandum of Contract, all monies paid by the Purchaser to the Assignee/Bank shall be forfeited to the Assignee/Bank and the Property shall forthwith be again put up for sale. The costs of such re-sale together with the deficiency in price (if any) which may result from a re-sale or the purchase money if there is no re-sale, as the case may be, shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the Assignee/Bank, their Solicitors or the auctioneer in relation thereto.

8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank within **one hundred and twenty (120) days** from the date of the auction sale, by **remitting the payment directly to the Assignee/Bank via *RENTAS.*** The period of **120 days** will not be extended by the Assignee/Bank, unless the Purchaser shall have, prior to the expiry of the said period, issued a written request to the Assignee/Bank applying for an extension of time and the Assignee/Bank may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the Deposit shall be forfeited, or (iii) agrees to grant an extension of time subject to conditions (including but not limited to the imposition of late payment interest/charges at such rate/amount as the Assignee/Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.

   Upon payment via *RENTAS*, the Purchaser shall immediately forward the *RENTAS* Credit Payment Advice with the details above to the Assignee/Bank or to the Solicitors for the Assignee/Bank. The Assignee/Bank and/or the Solicitors for the Assignee/Bank shall not be responsible for any delay caused or costs incurred from any payment made/transaction conducted via *RENTAS.* Any service charges and/or cost payable for the payment made/transaction conducted via *RENTAS* shall be borne by the Purchaser.

9. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the Deposit shall be forfeited to the Assignee/Bank and the Property may be put up for sale by the Assignee/Bank at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale, or the balance of the purchase price if there is no resale shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the Assignee/Bank, their Solicitors or the auctioneer in relation thereto.

10. Upon full payment of the balance of the purchase price and in accordance with Clause 8 above and subject to the consent to transfer from the Developer and/or any relevant authorities **(if applicable)** being obtained by the Purchaser, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses **(including but not limited to legal fees, stamp duty, registration fees, taxes, duties and levies)** the Assignee's standard Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer of the Property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter, upon the Purchaser's payment of all such costs and expenses and any administrative or transfer costs or any other maintenance/service charges and outgoings including taxes, duties or levies 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 Assignee/Bank, the Assignee/Bank shall deliver to the Purchaser or his/her solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the standard form duly obtained from the Assignee/Bank.

10.1. *It shall be the duty of the Purchaser to obtain at the Purchaser's own costs, the confirmation as stated in Section 22D(4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain copies of the statement of account for the outstanding charges **(i.e. the quit rent, assessment and service or maintenance charges only)** from the relevant authorities and/or the total amount due to the Developer under the principal sale and purchase agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof up to the date of the auction sale to the Assignee's Solicitors for approval and verification within **one hundred and twenty (120) days** from the date of the auction sale. For avoidance of doubt, in the event such copies of the statement of account and calculations of the apportionment of the respective parties' liability are not submitted with the stipulated **one hundred and twenty (120) days**, any subsequent claims made thereafter will not be entertained by the Assignee and the same shall be borne by the Purchaser solely.

10.2 *It is hereby agreed that **any arrears of quit rent, assessment and service or maintenance charges** (excluding penalty interest, late charges, insurance and utilities bills) only, which may be lawfully due (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to the date of the auction sale of the Property shall be paid out of the purchase price and no set off is permitted. The arrears in quit rent and assessment bills and service/maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) shall only be paid provided that the Assignee/Bank is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment and service/maintenance charges issued by the relevant authorities from the Purchaser within **one hundred and twenty days (120)** from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay any outstanding water, electricity, telephone, sewerage, sinking funds/special funds or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer. Any other charges as at the date of the auction sale not specified herein (including but not limited to telephone bills, water bills, electricity bills, sinking funds/special funds and sewerages charges), if outstanding, shall not be borne by the Assignee/Bank.

10.3 *The Purchaser undertakes to forward to the Developer upon completion, the duly stamped Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreement as required under Section 22D(2) of the Housing Development (Control and Licensing) Act, 1966 **within fourteen (14) days** from the date of stamping of the Assignment and to forward a copy of the covering letter with the Developer's acknowledgement of receipt to the Assignee/Bank or its Solicitors.

10.4 **If individual title/strata title has been issued, the Purchaser undertakes, at his own cost and expense, to obtain the Developer's consent to the Direct Transfer of the property to the Purchaser whereby the Purchaser also undertakes to commit all acts and deeds related to the Memorandum of Transfer to enable the effective transfer of the property to the Purchaser **(including the full settlement of all legal fees, stamp duty, registration fees, taxes, duties and levies connected therewith)**.

10.5 **It shall be the duty of the Purchaser to obtain at the Purchaser's own costs, copies of the statement of account for the outstanding charges **(i.e. the quit rent, assessment and service or maintenance charges only)** from the relevant authorities and/or the total amount due to the Developer under the principal sale and purchase agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof up to the date of the auction sale to the Assignee's Solicitors for approval and verification **within one hundred and twenty (120) days** from the date of the auction sale. For avoidance of doubt, in the event such copies of the statement of account and calculations of the apportionment of the respective parties' liability are not submitted with the stipulated **one hundred and twenty (120) days**, any subsequent claims made thereafter will not be entertained by the Assignee/Bank and the same shall be borne by the Purchaser solely.

10.6 **Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale herein (if applicable), it is hereby agreed that **any arrears of quit rent, assessment and service or maintenance charges** (excluding penalty interest, late charges, insurance and utilities bills) only, which may be lawfully due **(the Assignee/Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred)** to any relevant authority or the Developer up to the date of the auction sale of the Property shall be paid out of the purchase price and no set off is permitted. The arrears in quit rent and assessment bills and service/maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) shall only be paid provided that the Assignee/Bank is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment and service/maintenance charges issued by the relevant authorities from the Purchaser within one hundred and twenty (120) days from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay any outstanding water, electricity, telephone, sewerage, sinking funds/special funds or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer (including consent fees, vetting legal fees and taxes, duties or levies imposed by the Developer in Direct Transfer of the property to the Purchaser). Any other charges as at the date of the auction sale not specified herein (including but not limited to telephone bills, water bills, electricity bills, sinking funds/special funds and sewerages charges), if outstanding, shall not be borne by the Assignee/Bank.

11. As from the time of the auction sale, the Property shall be at the sole risk of the Purchaser as regards to any loss or damage by fire or other accident or otherwise or any restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, covenants, liabilities arising/entered after the auction sale.

12. The Purchaser shall deem to have inspected the Property and therefore admit the identity and the **"as is where is basis"** of the Property purchased by him with that comprised in the muniments offered by the Assignee/Bank as the title of the Property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.

13. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty, search fees, registration fees, taxes, duties and levies 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 Property to the Purchaser.

14. The Property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser shall be deemed to have full knowledge of the state and condition of the Property.

15. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the Property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul any sale or shall any abatement or compensation be allowed in respect thereof.

16. The Property is believed and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, easements, 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 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. The Assignee/Bank will not be liable for any caveats lodged on the Property by third party and it is the duty of the Purchaser to remove the caveat at his/her own cost (if any).

17. In the event of the sale being set aside for any reasons whatsoever by the Assignee/Bank or by an Order of court or consent not being obtained by the Purchaser from the Developer (if applicable) or any other relevant authorities (if applicable) (other than that due to any act of default and/or omission by the Purchaser) this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) to the Purchaser free of interest less all expenses, costs and fees including but not limited to taxes, duties or levies incurred by the Assignee/Bank in connection with or relating to the sale **PROVIDED ALWAYS THAT** the Purchaser shall have prior thereto returned to the Assignee/Bank all documents, duly intact, which may have been delivered pursuant to the sale, and if the Property has been effectively assigned to the Purchaser, the Purchaser shall have effectively re-assigned the Property back to the Assignee/Bank. The Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon refund by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitors and the Auctioneer or their respective servants or agents.

18. The Property shall be sold subject to the consent from the relevant authorities (if applicable). The Purchaser shall within thirty (30) days from the date of auction sale apply to and obtain from the Developer and/or other relevant authorities (if applicable) for consent to transfer or for assignment of the Property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority (if applicable), whichever is the earlier and to keep the Assignee/Bank or its Solicitors informed at all times of the developments and forward a copy of the consent to the Assignee's Solicitors upon receipt of the same. All fees, charges and expenses including but not limited to taxes, duties or levies in connection with or incidental to the application shall be borne by the Purchaser.

19. In the event there is any restriction-in-interest on the Property, it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within **one hundred and twenty (120) days** from the date of the successful auction subject to Clause 8 above.

20. In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee/Bank, the Assignee/Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the purchase price free of interest less all expenses, costs and fees including but not limited to taxes, duties or levies incurred by the Assignee/Bank in connection with or in relation to the sale herein **PROVIDED ALWAYS THAT** the Purchaser shall have prior thereto returned to the Assignee/Bank all documents, duly intact, which may have been delivered pursuant to the sale and if the Property has been effectively assigned to the Purchaser, the Purchaser shall have effectively re-assigned the Property back to the Assignee/Bank. The Purchaser shall not be entitled to any claims and demands whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or any party on account thereof.

21. The Assignee/Bank does not undertake to deliver vacant possession of the Property to the Purchaser. The Purchaser only after the payment of the balance of the purchase price in full shall at his own cost and expenses take possession of the Property without obligation on the part of the Assignee/Bank or its agent to give vacant possession.

22. In the event that the sale is terminated for any reasons whatsoever, the Purchaser if vacant possession of the Property has been delivered, shall redeliver vacant possession of the Property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.

23. For the purpose of these conditions, the time allowed by the conditions for the payment of the balance of the purchase money shall be deemed to be the essence of the contract.

24. The Property is sold on an **"as is where is"** basis.

25 The Assignee/Bank be and is hereby at liberty to postpone, call-off or adjourn the auction sale at any material time or to terminate the auction sale of the Property after the fall of the hammer without having to provide any reasons or grounds whatsoever.

26. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee/Bank, its Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement of representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee/Bank, its 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.

27. In the event of any discrepancy, omission, mis-statement, mis-description or error, appearing in the various translations of the particulars and conditions herein, the English version shall prevail.

28 The Assignee/Bank makes no representation as to the ownership of furniture fittings and fixtures situated at the Property which items may be on hire purchase, lease or deferred sale from third parties. In such cases the Assignee/Bank accepts no liability for any payments which may be outstanding in respect thereof and the Property is sold subject thereto.

29. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.

30. The Purchaser should engage a solicitor to act on the Purchaser's behalf for the completion of the purchase of the Property and in the event that no solicitor is appointed, the Purchaser is deemed to have elected to be unrepresented in this sale.

31 In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.

32. Unless expressly provided herein, the Assignee/Bank, its 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, including but not limited to liability in tort, in relation to any matter or thing arising out of, in connection with, or in respect of the sale of the Property whatsoever and howsoever caused arising.

33. The Purchaser is liable to pay for any other taxes or levies which as at the date of the auction sale of the Property or at any date subsequent to the date of the auction sale of the Property, is required by law or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decision or directives) to be paid to any body or authority having jurisdiction over the Assignee/Bank in respect of any monies charged or incurred by the Assignee/Bank in relation to the sale of the Property to the Purchaser.

34. Any other taxes or levies incurred by the Assignee/Bank in relation to the sale of the Property to the Purchaser and any other goods or services provided under the Proclamation of Sale and Conditions of Sale shall be borne and charged to the Purchaser and in the event that the Assignee/Bank shall effect any payment, the Purchaser shall be liable to reimburse the Assignee/Bank for such amounts paid.

Note

1:* Applicable only for properties that comes within the definition of 'housing accommodation' under the Housing Development (Control and Licensing) Act, 1966.

2: Applicable for properties that does not come within the definition of Section 22D under the Housing Development (Control and Licensing) Act, 1966.**

CONTRACT

MEMORANDUM:- At the sale by Public Auction this **10th day of January, 2024** of the Property comprised in the foregoing particulars that is to say the rights, title, interest and benefits to the said Property pursuant to the **Sale & Purchase Agreement dated the 15th day of August, 2017** and made between **ASPIRE CAUSEWAY SDN BHD** (The Vendor), **CHONG TECK SENG** (The Purchaser) and **YAYASAN WILAYAH PERSEKUTUAN** (The Proprietor) absolutely assigned to the Assignee/Bank pursuant to and under **Loan Agreement, Deed of Assignment and Power of Attorney all dated 05th day of September, 2017** entered into between **UNITED OVERSEAS BANK (MALAYSIA) BHD [Registration No.: 199301017069/271809-K]** and the Assignor/Borrower in relation to the Subject Property identified as **Developer's Parcel No. D-13A-08, Type A1, Storey No. 13A, Building No. Block D, with Accessory Parcel Car Park Bay No. L6-210 & L6-211, Nidoz Residences @ Desa Petaling also known as Residensi Bayan Desa Petaling** and bearing postal address **Unit No. D-13A-08, Residensi Bayan Desa Petaling, No. 22A, Jalan 2/125, Desa Petaling, 57100 Kuala Lumpur,** developed by **ASPIRE CAUSEWAY SDN BHD** and the highest bidder for the said Property shall be declared as the Purchaser of the said Property for the sum of RM _____ and a sum of RM_____ has been paid to the Assignee/Lender by way of deposit and agrees to pay the balance of the Purchase Money and complete and purchase according to the conditions and the said Auctioneer hereby confirms the said purchase and the Assignee/Lender acknowledge the receipt of the said deposit.

Purchase Money : RM_____

Deposit Paid : RM_____

Balance Due : RM_____

Purchaser's Name:

NRIC No:

Address:

Tel:

_____

SIGNATURE OF PURCHASER(S)/AUTHORISED AGENT

_____

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

_____

SIGNATURE
For Messrs. Khaw & Partners
SOLICITOR FOR THE ASSIGNEE

ONLINE TERMS AND CONDITIONS

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

1. ELIGIBILITY OF E-BIDDERS

1.1. Parties who are interested to participate in public auction ("E-Bidders") may do so by logging on to **EHSAN AUCTIONEERS SDN. BHD**. Website and register as a member.

1.2. E-bidders who register as a member to participate in the public auction via **EHSAN AUCTIONEERS SDN. BHD.** website shall: a. Be of 18 years and above, sound mind and not an undischarged bankrupt; b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation; c. Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidders to participate in the public auction and complete the purchase in the event of successful bid.

1.3. E-bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

2. REGISTRATION OF E-BIDDERS

2.1. E-Bidders shall provide true, current and accurate information to register as a member.

2.2. Individual E-Bidders are required to upload copies of identification documents.

2.3. For E-bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director's Resolution shall be uploaded.

2.4. E-Bidders only need to register as member once and the registered E-Bidder's member name and password can be used for the subsequent auctions on the **EHSAN AUCTIONEERS SDN. BHD.** Website.

2.5. E-bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.

2.6. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-Bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and **EHSAN AUCTIONEERS SDN. BHD.** website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

2.7. The registration of an individual or company as a member on the **EHSAN AUCTIONEERS SDN. BHD.** website shall not be construed as approval of eligibility of the intended E-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

3. HOW TO BID

3.1. E-Bidders may browse through the **EHSAN AUCTIONEERS SDN. BHD.** website and select the properties they wish to bid & click VIEW DETAIL to see more.

3.2 Bidders need to click **REGISTRATION FOR ONLINE BIDDER** button.

3.3. E-Bidders are required to agree and accept the **EHSAN AUCTIONEERS SDN. BHD.** website Terms & Conditions before proceeding with the bid.

3.4. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the **EHSAN AUCTIONEERS SDN. BHD.** website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale.

3.5. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. **10%** of the reserve price. Payment of the deposit must be made via local bank transfer to **UOBM** in favour of **EHSAN AUCTIONEERS SDN. BHD. Account No: 2253023726.** 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.

4.5. It shall be the responsibility of registered E-Bidders to log in through **the EHSAN AUCTIONEERS SDN. BHD.** website to wait for their turn to bid for the property lot in which they intend to bid.

4.6. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder. The reference to a "bidder" here includes E-Bidders as well as on-site bidders.

4.7. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.

4.8. "Standby mode" is displayed, followed by a message stating **"AUCTION STARTED".** Enter your BID by clicking "**NEXT BID"** button.

4.9. Each bid will be called for 3 times, **"FIRST CALLING, "SECOND CALLING", "FINAL CALL".** Registered E-Bidders may submit their bid at any of these stages of biddings by click the bid amount.

4.10. Any bid by the registered E-bidders shall not be withdrawn once entered.

4.11. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction. The E-bidders will be notified of this on the **BIDDING SCREEN.**

4.12. When system displays **"NO MORE BIDS"**, no further bids will be accepted by the Auctioneer, whether on-site or through the **EHSAN AUCTIONEERS SDN. BHD.** website.

4.13. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.

4.14. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.

4.15. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.

4.16. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.

4.17. The information shown and/or prompted on the screen handled by the **EHSAN AUCTIONEERS SDN. BHD.** website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

5. POST PUBLIC AUCTION

5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum of Sale and pay the difference between **10%** of the purchase price and the deposit paid under clause 3.5 above ("differential sum") 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.