CONDITIONS OF SALE

1. This sale by Public Auction is made by **RHB BANK BERHAD** (the Assignee/Bank) in exercise of the rights, powers and remedies conferred upon the Assignee/Bank pursuant to the **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 30th day of November, 2022** executed by **HO TSUNG REN [NRIC No. 810606-12-5575]** (the Assignor/Borrower) in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.

2. Subject to the reserve price, the highest bidder being 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.

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 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 **Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 30th day of November, 2022** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.

4. No bid shall be less than the last previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of **5%** 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.

5. All intending bidders **(with the exception of the Assignee/Bank)** are required to deposit with the Auctioneer the sum equivalent to **5%** of the fixed reserve price for the property by **bank draft or cashier's order** only made in favour of **RHB BANK BERHAD** prior to the auction sale. Online Bidders are subject to the provisions of Clause(s) 2.4, 2.5 and 2.6 of the **Terms and Conditions on www.eauction2u.com.my for the manner of payment of the deposit.** However the Auctioneer may with the concurrence of the Assignee/Bank or the Solicitors accept the deposit partly by bank draft or cashier's order and partly in cash or wholly in cash. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of another person, body corporate or firm and he/she is authorised to sign all the necessary documents. All 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. In the event that the Bumiputra lot is sold to a non Bumiputra or if the successful bidder is below the age of 18 or is an undischarged bankrupt or is not legally competent to purchase the property, then such sale shall be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put up the property for sale. A foreign citizen/foreign company may be allowed to bid for the property and if the bid is successful, the sale is subject to the foreign citizen/company applying and obtaining at his/her/its own cost to the Foreign Investment Committee (if applicable) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 8 hereof.

6. Immediately after the fall of the hammer, the Purchaser **(other than the Assignee/Bank if it is the Purchaser)** shall pay to the Assignee, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to **5%** of the successful bid either in **CASH or BANK DRAFT** in favour of **RHB BANK BERHAD** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee/Bank subject to the provisions of Clauses 7 and 9. **For online bidders please refer to the Terms & Conditions on www.eauction2u.com.my for the manner of payment of the same.**

7. In the event the Purchaser fails to pay a deposit equivalent to **5%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 or Clauses 5 and 6 herein shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a time to be fixed by the Assignee/Bank and the cost of such resale together with the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser.

8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank or to the Solicitors within **ninety (90) days** from the date of the auction sale by

   8.1 bank draft or cashier's order only in favour of **RHB BANK BERHAD**: OR

   8.2 to remit payment directly to the Assignee/Bank via RENTAS subject to Clause 35 herein

   The period of 90 days will not be extended by the Assignee unless the Purchaser shall have, prior to the expiry of the said period, issue 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 **5%** of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment interest at such rate as the Assignee/Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.

9. In default of such payment of the balance of the purchase price within the time and in the manner stipulated in Clause 8 above, the deposit paid pursuant to Clauses 5 and 6 above shall be forfeited by the Assignee/Bank and the property may be put up for re-sale at a time, place and reserve price to be fixed 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 re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser.

10. Upon full payment of the balance of the purchase price in accordance with Clause 8 above and subject to the consent to transfer from the Developer/Vendor** 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 costs and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the said Assignment including the Solicitors' fees and disbursements in preparing the said Deed of 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/Vendor** 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 Deed of Assignment, the original Sale and Purchase Agreement and original copy of the Loan/Facilities Agreement and Deed of Assignment/Loan Agreement Cum Assignment and other security documents (if any) and if any of the aforesaid documents is not available, the Assignee/Bank shall provide certified copies thereof. For this purpose, the Purchaser hereby agrees that the Deed of Assignment to be executed by the Assignor shall be in the form duly approved by the Assignee/Bank. *The Purchaser undertakes to forward to the Developer the duly stamped Deed of 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 by Section 22D(2) of the Housing Development (Control and Licensing) Act, 1966 within fourteen (14) days from the date of stamping of the Deed of Assignment and to forward a copy of the covering letter/acknowledgement receipt to the Assignee/Bank or the Solicitors.*

11. As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring.

12. The Purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.

13. 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, taxes, maintenance charges, assessment rate, insurance, sinking fund and late charges and other outgoings (hereinafter collectively referred to as "outstanding charges") which may be lawfully due (the Assignee/Bank reserves the right to refuse to pay any sums not lawfully due or any sums which remains unpaid for the period exceeding 6 years preceding the successful auction date) to any relevant authority or the Developer or to the Joint Management Committee or to any body/corporation/entity responsible for managing/maintaining the property up to the date of auction sale of the subject property shall be paid by the Assignee/Bank out of the balance purchase money.**

    13.1 It shall be the responsibility of the Purchaser to check with relevant authority or the Developer on the outstanding charges and submit claim to the Assignee/Bank within **90 days** from the auction date or extended terms **as agreed by the Assignee/Bank** failing which the claim(s) may not be entertained by the Assignee/Bank. All claims will be paid out from the purchase price subject to claims not exceeding 50% of the purchase Price.

    13.2 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 or other charges of personal nature due and payable by the Assignor/customer to the relevant authority or the developer. In this regard, it shall be the duty of the Purchaser to obtain "at their own cost the particulars as stated in Section 22D (4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain" copies of the outstanding charges from the relevant authorities and/or the total amount due to the Developer under the Sale and Purchase Agreement ant to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Solicitors for approval.

    13.3 The Purchaser shall bear Administrative Fee to the Developer and pay all fees and expenses including but not limited to all legal feel, stamp duty and registration fees in connection with, incidental to or pursuant to the Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

    13.4 Unless otherwise agreed by the Assignee/Bank (subject to such terms and conditions as the Assignee/Bank may in its absolute discretion impose), **undisbursed loan sum due to the Developer under the Progressive Loan Facility (if applicable)** and/or any other monies payable to the Developer and/or Proprietor or any other relevant authority in respect of the property shall be born solely by the Purchaser.

14. The Purchaser is liable to any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof, in the event that there is tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.

15. Any other charges as at the date of the auction sale not specified in Clause 13, 13.1, 13.2, 13.3 and 13.4 above (including but not limited to telephone bills, water bills, electric bills and sewerage charges), which is outstanding, shall not be borne by the Assignee/Bank.

16. The property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.

17. 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 the sale nor shall any abatement or compensation be allowed in respect thereof.

18. The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, 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 there over without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.

19. In the event the sale being set aside for any reasons whatsoever whether by the Assignee/Bank or by an Order of Court or consent not being obtained by the Purchaser from the Developer/Vendor** or any other relevant authorities, (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 costs, expenses and/or fees incurred by the Assignee/Bank in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, its 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 payment by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitors and the Auctioneer or their respective servants or agents.

20. The Purchaser shall within **ninety (90) days** from the date of the auction sale herein apply to and obtain from the Developer/Vendor** 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/Vendor** or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the said period of **ninety (90) days** or within such period as may be specified by the Developer/Vendor** and/or the relevant authority (if applicable), whichever is earlier and to keep the Assignee/Bank or the Assignee's Solicitors informed at all times of the developments and to forward a copy of the consent to the Assignee's Solicitor upon receipt of the same. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.

21. 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 90 days** from the date of the successful auction subject to Clause 8 above.

22. In the event the consent from the Developer/Vendor** and/or other relevant authorities shall be granted subject to the conditions which are not acceptable to the Assignee/Bank then the Assignee/Bank shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the account of the purchase price free of interest less all costs and fees incurred by the Assignee/Bank, in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and/or demands whatsoever against the Assignee/Bank, its Solicitors, the Auctioneer or their respective servants or agents.

23. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his/her own costs and expenses take possession of the property without obligation on the part of the Assignee/Bank or its Agent to give vacant possession.

24. 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.

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

26. 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.

27. Unless expressly provided herein, the Assignee/Bank, the Assignee's Solicitors and the Auctioneer or either 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 dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused arising.

28. 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, the Assignee's Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or

representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and 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 whatsoever in relation to the property.

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

30. The Assignee/Bank and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.

31. Time whenever mentioned shall be of essence of this Conditions of Sale.

32. The successful Purchaser is advised to appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser is deemed to have elected to be unrepresented in this sale.

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

34. **Online bidders are also bound by online Terms and Conditions contained at www.eauction2u.com.my in addition to this Conditions of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Condition of Sale, the provisions in this Condition of Sale shall prevail.**

35. If the payment of the balance purchase price under Clause 8 above is made by way of remittance directly to the Assignee/Bank via RENTAS, payment must be made accompanied with the following details:-

For Conventional Accounts (where Assignee/Bank is RHB Bank Berhad)

1. Beneficiary A/C: **18-0903-0018** RENTAS Code: **RHBBMYKL**
2. Beneficiary Name: **RHB Bank Berhad – LRS CCRD/AUC**
3. Payment Reference: **71014900012753**
4. Borrower(s) Name: **Ho Tsung Ren**
5. Assignee's NPL Reference No: **MET0005137**
6. Solicitors for the Assignee/Bank Ref No: **KP/236.849(F)MP/yfk**

The Assignee/Bank or the Solicitors for the Assignee/Bank will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS remittance details. 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.

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

Note 2: **** Applicable for properties other than Residential Properties.**

CONTRACT

MEMORANDUM:- At the sale by Public Auction this **25th day of November, 2026** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale & Purchase Agreement dated the 8th day of November, 2022** entered into between **WK Consortium Sdn Bhd (Company No. 660499-D)** (Vendor) and **HO TSUNG REN [NRIC No. 810606-12-5575]** (Purchaser) and in relation to the property identified as **Developer's Parcel No: Lot No. E-9-15, Block Emerald, Level 9, Type C, Alam Pesona Putatan Phase 1, Putatan, Sabah** and bearing postal address **Lot No. E-9-15, Block Emerald, Level 9, Type C, Alam Pesona Putatan Phase 1, 88200 Putatan, Sabah** developed by **WK Consortium Sdn Bhd (Company No. 660499-D)** the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM** _____, who has paid to the Solicitors abovenamed the sum of **RM**_____ by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the Conditions of Sale aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

.

PURCHASER'S PARTICULARS: -

_____

_____

_____

ADDRESS

_____

_____

_____

_____

PURCHASE MONEY : **RM**_____

Taxes (if applicable) : **RM**_____

DEPOSIT MONEY : **RM**_____

BALANCE DUE : **RM**_____

_____

SIGNATURE OF PURCHASER(S)/AUTHORISED AGENT

_____

SOLICITOR'S FOR THE ASSIGNEE

M/S Alex Pang & Co

NAME_____

_____

LICENSED AUCTIONEER

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of **www.eauction2u.com.my**. (**SBA Website**)

IMPORTANT

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

1. REQUIREMENT ON ELIGIBILITY AND REGISTRATION OF E-BIDDERS

1.1. Any interested party who intend to participate in the online public auction ("E-Bidders") auction can register as a user by logging onto **SBA Website**

1.2. To participate in the online public auction, the party shall:

a) be an individual: 18 years and above, of sound mind and not a bankrupt;

b) be a corporate body: incorporated under the laws of Malaysia and must not be in liquidation and 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. To register as a user, a party is required to submit/upload the following documents through **SBA Website**:

a) Individual: Photocopy of NRIC/Passport

b) Corporate:

i) Memorandum and Articles of Association/Constitution of company

ii) Board of Directors Resolution

iii) Form 24, Form 44, From 49 or equivalent under companies Act 2016 or other applicable laws and a duly signed Board of Director's Resolution.

1.4. E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Foreign nationals or companies are also advised to take note of restrictions applicable on foreign purchase imposed by the relevant authorities.

1.5. E-Bidders only need to register once with true, current and accurate information provided and this registration can be applied for future auctions on **SBA Website.**

1.6. E-bidders are responsible to identify the property correctly and to ensure that all the details and description are correct and accurate before bidding.

1.7. It is the sole and absolute responsibility of all intending E-Bidders and at the E-Bidders' own costs and expenses, 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 Bumiputera or Malay Reserved only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer,the Assignee/Bank, the Assignee/Bank's solicitors, **SBA website** and their respective agents or servants do not in any way make 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.

1.8. The registration of an individual or company as an E-Bidder on the **SBA website** shall not be construed as approval of eligibility of the intended bidder to conclude the auction sale.

2. ONLINE PUBLIC AUCTION PROCESS

2.1. E-Bidders may browse through the **SBA Website** and select the properties they wish to bid online.

2.2. By proceeding with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the **SBA Website** Terms and Conditions.

2.3. The Terms and Conditions shall be read together and formed part of the Conditions of Sale attached to the Proclamation of Sale which is uploaded on **SBA Website** and shall be deemed to have been read and agreed upon by the registered E-Bidders prior to bidding. In the event of any inconsistency between the Online Terms and Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.

2.4. E-Bidders must make a necessary deposit payment as required under the Conditions of Sale attached to the Proclamation of Sale i.e. **5%** of the reserve price. Payment of the Required Deposit must be made via an local bank online transfer to **Ambank (M) Berhad** in favour of **SMART BID AUCTION SDN BHD Account No: 8881055476350**. Evidence of the transfer must be uploaded and submitted at the time of registration.

2.5. E-bidders are required to complete the registration process by submitting the relevant details and uploading the relevant documents including evidence of payment of the Required Deposit (**strictly NO cash deposit and 3rd party transfer allowed**) onto **SBA website** latest by **12.00 noon**, at least **one (1) working day** before the auction date.

2.6. Registration of Bidders shall be subject to verification and approval of the **SBA Website** and subject further the Required Deposit payment being cleared by the bank. Approval may take at least **one (1) working day** and any improper, incomplete registration or late registration may be rejected at the sole discretion of the **SBA website**. Neither **SBA Website**, its agents and/or representatives bear any responsibilities or assumes any liability in the event that the registration of an E-bidders is rejected and/or delayed for any reasons whatsoever. In the event that 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**.

2.7 E-Bidders wishing to authorise any person to execute the Memorandum of Sale upon successful bidding shall do so by furnishing a proper Letter of Authorisation and a copy of the person's NRIC.

2.8 Upon approval and verification by **SBA website** and subject to the Required Deposit being cleared by the bank, the registered E-Bidder will receive a notification via an e-mail on their successful registration and allowing the registered E-Bidders to bid for their intended property on the auction day.

2.9. E-bidding may be done via a computer, smart phone and any device with internet connection.

3. Bidding Process

3.1. Bidding shall generally commence based on the sequence of the lot being shown on the **SBA Website**. However the Auctioneer has the right to vary the sequence without having to give prior notice to the intended bidders.

3.2. It shall be the responsibilities of the E-bidders to login through **SBA website** to wait for the turn to bid for the property lot in which they intend to bid.

3.3. The Auctioneer has the discretion to set a new reserve price in the event that there is more than one (1) registered bidder.

3.4. The amount of incremental bid will appear on the website prior to the commencement of the auction.

3.5. Registered online Bidders shall start bidding online by pressing the **BID Button** using their own gadgets with internet connection. If your bid is the highest, it will be denoted by a **Green Coloured Box** otherwise it will be a **Red Coloured Box** The highest bid shall flash 10 seconds (subject to change) interval for four (4) times " **Calling Once**, **Calling Twice, Last Call** and **Sold**". E-bidders may submit their bid at any of these stages of biddings by pressing the **BID button**. The successful bidder's bid will be denoted by a green coloured screen. The highest bidder shall be declared as the successful purchaser upon the fall of the hammer.

3.6. In the event that there is no bid after forty (40) seconds from the time of commencement of the auction, the auction shall be aborted.

3.7. Any bid once entered by the registered online E-bidders shall be binding and the bid shall not be withdrawn or retracted in any manner whatsoever after the fall of the hammer.

3.8. Both the successful and unsuccessful bidders will be notified by the Auctioneer through the website and also via E-mail where further directions are given in order to conclude the sale of the auction property.

3.9. In the event of any dispute, the decision of the Auctioneer shall be final and binding on all bidders.

3.10. Unsuccessful E-bidders shall have the deposit refunded to the same bank account from which the deposit transfer was made within **two (2) working days** from the date of auction.

3.11. The information shown and/or prompted on the screen handled by the SBA website in regards to the auction in particular the increment of the bidding price during the bidding process and the declaration of the successful bidder shall be final and conclusive.

4. POST ONLINE PUBLIC AUCTION PROCEDURES

4.1. Successful E-bidders shall and undertake to sign the Memorandum of Sale at the office of the Auctioneer within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee bank and the sale will be deemed cancelled/terminated and the property may be put up again 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 required deposit paid under Clause 2.4 above and the differential sum paid under this clause (if any) to the Assignee bank.

4.2. Any successful E-bidder who is unable to attend to sign the Memorandum of Sale at the Auctioneer's office may do so by authorising another person to sign the same of his/her behalf by inserting the particulars of the authorised person and furnishing a copy of his/her identity card and also a Letter of Authorisation for this purpose.

4.3. In the event that there is inconsistency between the personal details and the documents uploaded in the **SBA Website** and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum of Sale and may at its discretion cancel the sale and proceed to put up property up for a new auction and the deposit paid shall be forfeited.

4.4. The Memorandum of Sale upon being signed by the Auctioneer, Solicitor for the Assignee bank and the successful Bidder/Authorised agent shall be conclusive evidence of the sale of the property to the successful bidder.

5. OTHER APPLICABLE TERMS & CONDITIONS

5.1. All registered E-bidders at **SBA website** shall undertake to fully comply with the Terms and Conditions herein. In addition all successful E-Bidders shall also be bound by the terms and conditions as stipulated in the Proclamation of Sale.

5.2. The Auctioneer may from time to time vary, modify or delete any terms and conditions herein without having to give prior notice to the registered E-bidders.

5.3. 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 the bidding made by the E-Bidders.

5.4. The Auctioneer or the **SBA Website** shall not be held liable for any disruptions delays, failures, errors, omissions or loss of information due to the unsatisfactory internet access or any online interruption that may howsoever occur during the process of the online public auction at **SBA Website**.

5.5. **SBA Website** is owned and operated by **SMART BID AUCTION SDN BHD (SBA).** The E-bidders agree and accept that **SBA** or the Assignee Bank in which **SBA** 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 **SBA Website**.

6. GOVERNING LAW

6.1. The Terms and Conditions contained in the **www.eauction2u.com.my** shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

7. PERSONAL DATA PROTECTION ACT

7.1. **SBA** is committed to protecting the privacy, confidentiality and security of all personal data to which it is entrusted.

It has been our policy to ensure your personal information are protected. With the introduction of the Malaysian Personal Data Protection Act 2010 ("PDPA"), we are even committed to ensure the privacy and confidentiality and security of all personal data are protected in line with the PDPA.

We process personal data which you have provided to us voluntarily through our website upon your registration and this includes personal data such as your name, address, NRIC and contact details. In this regards, you have expressly consent to our processing of your personal data.

If you give us personal data or information about another person, you must first confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data and to receive on his/her behalf any data protection notices. We may request your assistance to procure the consent of such persons whose personal data is provided by you to us and you agree to do so. You shall indemnify us in the event we suffer loss and damage as a result of your failure to comply with the same.

We will only retain your personal data for as long as necessary for the fulfilment of the specified purposes or as legislated

7.2. 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.

7.3. 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. In the event that the password is compromised, the E-Bidders shall immediately notify **SBA**.

8. COPY RIGHT AND INTELLECTUAL PROPERTY

8.1. All information (inclusive of data, text, image) displayed in **www.eauction2u.com.my** shall not be used or published in other channels without the express written permission of **SBA**. **SBA** has the right to use any available legal remedies which may include the demand for factual or statutory damages, solicitor's fees and injunctive relief for any violation of **SBA**'s intellectual property rights.

9. MISCELLANEOUS

9.1. In the event that there is any inconsistency, discrepancy, errors or misstatement appearing in the translation of the particulars and the online terms and conditions to any other language (if any), the terms and conditions in the English version shall prevail.