

AUCTION SALE

It is hereby proclaimed that the Registered Owner
with the assistance of Property Auction House Sdn Bhd

WILL SELL BY
PUBLIC AUCTION
ON MONDAY, THE 29TH DAY OF JULY, 2024
AT 11.00 A.M. IN THE MORNING
AT THE AUCTION HALL
GROUND FLOOR, NO. 1, JALAN AMPANG, 50450 KUALA LUMPUR

Alternatively, prospective bidders may submit bids for the property online via ebid.auctions.com.my
(For online bidding, please register at least **one (1)** working day before the auction day for registration & verification purposes)
ONLINE BIDDERS ARE FURTHER SUBJECT TO THE TERMS AND CONDITIONS ON ebid.auctions.com.my

NOTE: Prospective bidders are advised to inspect the subject property, seek independent legal advice on the Conditions of Sale, conduct an official title search at the relevant Land Office and to make enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale.

PARTICULARS OF TITLE

TITLE/LOT NO:	Grant 123199/L34 Lot 110001 Section 2, Bandar Batu Ferringgi, District of Timor Laut, State of Penang
TENURE:	Freehold
LAND AREA:	Approximately 277 square metres
VENDOR (DEVELOPER):	Ivory Meadows Sdn Bhd
PROPRIETOR:	Ivory Meadows Sdn Bhd
ENCUMBRANCES:	Free from encumbrances
CATEGORY OF LAND USE:	Building
EXPRESS CONDITIONS:	Not stated
RESTRICTION-IN-INTEREST:	Not stated

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a **four (4) storey detached villa** bearing postal address of **No. 1, Jalan Moonlight Bay, Villa Moonlight Bay, 11100 Batu Ferringgi, Penang.**

RESERVE PRICE:

The subject property will be sold on an “**as is where is basis**” and subject to a reserve price of **RM2,500,000.00** (RINGGIT MALAYSIA TWO MILLION AND FIVE HUNDRED THOUSAND ONLY) and subject to the Terms and Conditions of Sale which can be obtained from the undermentioned Auctioneer. **Online bidders are further subject to the Terms and Conditions on ebid.auctions.com.my.**

All intending bidders are required to deposit 10% of the fixed reserve price for the said property by way of **Online Transfer (refer to clause 2.4 of Online Public Auction Terms And Conditions)** or **Bank Draft** in favour of **Property Auction House Sdn Bhd** on the day of auction sale.

For further information please refer to the undermentioned Licensed Auctioneer.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Ground Floor, No. 1, Jalan Ampang
50450 Kuala Lumpur
Tel: 03-20702226 & 20788590
Our ref: PAH/35878(2)/7/2024(PS)
Email: main@auctions.com.my
Website: www.auctions.com.my

PATRICK K.M.WONG
DANNY T.F. LOH
JEFFREY C.K. CHOONG
Licensed Auctioneers

CONDITIONS OF SALE

1. This sale is made by the **Registered Owner of the Property (“the Owner”)** and **Property Auction House Sdn Bhd (Company No. 187793-X) (“the Company”)** and the Auctioneer acts on behalf of the Owner in putting up the Property for sale by public auction.
2. The Property is to be sold free from encumbrances and with vacant or legal possession.
3. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the successful bidder (“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 and to withdraw, postpone and call off the auction sale at any time prior to the fall of the hammer without giving any reasons. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the auction sale. In the case of any dispute as to any bid, the Auctioneer may forthwith determine the dispute or put the Property up again for sale or declare the Property sold at the last undisputed bid or withdraw the Property from the auction.
4. No bid shall be less than the previous bid and the reserve price and no bid 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 Owner and the Property shall at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date.
5. All intending bidders are required to deposit with the Auctioneer 10% of the fixed reserve price for the Property by **bank draft or cashier’s order only** in favour of **Property Auction House Sdn Bhd** 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 is authorised to sign all the necessary documents. For Bumiputra lots, only Bumiputra are allowed to bid and 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 the auction sale or an undischarged bankrupt shall not be permitted to bid in his personal capacity at the auction sale. **Online Bidders are subject to the provisions of Clause(s) 2.4, 2.5 and 2.6 of the Online Terms and Conditions on ebid.auctions.com.my for the manner of payment of the deposit.**
6. Immediately after the fall of the hammer, the Purchaser shall pay to the Auctioneer, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to **10%** of the successful bid (the total amount of the successful bid is hereafter referred to as “the Purchase Price”) either in **cash or by bank draft/cashier’s order** which sum together with the sum paid earlier under Clause 5 hereof as payment of deposit and towards part payment of the Purchase Price (“the Deposit”) and shall sign the Sale Contract at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be held by the Auctioneer subject to the provisions of Clause 7.
7. In the event that the Purchaser fails to pay the Deposit or fails to sign the Sale Contract, the deposit paid pursuant to Clause 5 or Clauses 5 and 6 herein as the case may be, shall be forfeited by the Owner and the Property may be put up for sale again at a time to be fixed by the Owner.
8. The balance of the purchase price (“Balance Purchase Price”) shall be paid in full by the Purchaser to the Owner’s Solicitors (if the Owner is represented) or to the Purchaser’s Solicitors (if the Owner chooses not to be represented) **within 90 days from the date of the auction sale or 90 days from the date of receipt of the State Authority’s consent to the transfer of the Property to the Purchaser (“State Consent”) whichever shall be the later (“Payment Date”).**
9. In the event that the Purchaser shall fail to pay the Balance Purchase Price by the Payment Date, the Purchaser is automatically granted an extension of 30 days from the Payment Date (“Extended Payment Date”) to pay the Balance Purchase Price, provided that the Purchaser shall pay interest on the sum remaining unpaid at the rate of 8% per annum calculated from the day falling immediately after the Payment Date until the actual date of payment, such interest to be paid together with the payment of the Balance Purchase Price.
10. In the event that the Purchaser shall fail to pay the Balance Purchase Price (together with interest if applicable) by the Extended Payment Date, the Sale Contract herein shall be deemed to be terminated and the Deposit shall be forfeited by the Owner as agreed liquidated damages and thereafter the Owner shall be at liberty to deal with the Property in such manner as the Owner shall deem fit.

11. Within 10 days from the date of the auction, the Owner shall: -
 - (a) execute a Memorandum of Transfer in Form 14A of the National Land Code, 1965 ("MOT") in favour of the Purchaser and deposit the same together with a photocopy of the issue document of title with the Purchaser's Solicitors, who shall submit the same to the Pejabat Duti Setem for adjudication of stamp duty payable on the MOT; and
 - (b) deposit with the Purchaser's Solicitors a copy of the Owner's identity card (if the Owner is an individual) or a certified copy of the Owner's latest Memorandum and Articles of Association, Form 49 and Form 24 (if the Owner is a company) together with any other documents required of the Owner to effect the transfer of the Property to the Purchaser (other than the original issue document of title).
12. If the Property is charged or otherwise encumbered in favour of any financial institution ("the Owner's Financier"): -
 - (a) the Owner shall within 14 days from the Purchaser's Solicitors' request, procure a redemption statement from the Owner's Financier ("Redemption Statement") confirming the amount outstanding and secured against the Property ("Redemption Sum"), with the usual undertaking to release or discharge the encumbrance over the Property on receipt of the Redemption Sum.
 - (b) The Owner shall within 14 days from the date of payment of the Redemption Sum, cause the issue document of title together with the Discharge of Charge, Duplicate Charge and/or other documents necessary to effect a discharge/release of the current charge or other encumbrance ("the Discharge Documents") to be delivered to the Purchaser's Solicitors (or the Purchaser's Financier's Solicitors as the case may be).
 - (c) Any delay by the Owner in delivering the items mentioned in sub-clause (a) and (b) above beyond the stated period of 14 days will not be taken into account in determining the Payment Date or the Extended Payment Date and the Payment Date or the Extended Payment Date as the case may be shall be deemed to be extended free of interest for the number of days taken after the said period of 14 days.
 - (d) The Purchaser's Solicitors shall be entitled to utilize the Redemption Documents together with the MOT to transfer the Property to the Purchaser on issuance of an undertaking by the Purchaser's Financier, to pay the loan sum to the Owner's Solicitors (or to the Purchaser's Solicitors if the Owner is unrepresented) on or before the Extended Payment Date provided that the difference between the Balance Purchase Price (together with interest if applicable) and the loan sum is deposited with the Owner's Solicitors (or the Purchaser's Solicitors if the Owner is unrepresented) or if the Purchaser does not obtain a loan to finance the purchase, then on payment of the Redemption Sum to the Vendor's Financier and the balance being deposited with the Owner's Solicitors (or the Purchaser's Solicitors if the Owner is unrepresented).
 - (e) In the event that the Balance Purchase Price is insufficient to pay the Redemption Sum, the Owner shall pay the shortfall to the Owner's Financier within 7 days from being notified of such shortfall.
13. If the Property is unencumbered, the document of title to the Property shall be delivered to: -
 - (a) the Purchaser's Solicitors for purposes of presenting the same together with the MOT for registration upon the Balance Purchase Price (together with interest if applicable) being deposited with the Owner's Solicitors (or the Purchaser's Solicitors if the Owner is unrepresented); or
 - (b) the Purchaser's Financier's Solicitors for purpose of presenting the same together with the MOT for registration upon delivery of an undertaking from the Purchaser's Financier to release the loan sum to the Owner on presentation of the MOT in favour of the Purchaser and a charge in favour of the Purchaser's Financier for registration provided that the difference between the loan sum and the Balance Purchase Price shall have been deposited with the Owner's Solicitors (or the Purchaser's Solicitors if the Owner is unrepresented).
14. If the State Consent is required, the Owner shall be responsible to obtain the State Consent, provided that the Purchaser shall without delay, submit all necessary documents required of the Purchaser and execute the relevant section of the application form to enable the Owner to apply for the State Consent. If the State Consent is not obtained within 6 months from the date of the auction, the Sale Contract herein shall be deemed to be terminated and the Deposit shall be refunded free of interest to the Purchaser and thereafter neither party shall have any further claim against the other.
15. The Deposit (after deducting the Auction Fees) shall be released to the Owner after the auction if the title to the property is not subject to any restrictions as to the transfer of the Property. If there is written confirmation from the Owner's Financier requiring that the Deposit or any part thereof to be paid to the Owner's Financier, then both the Owner and the Purchaser authorizes the Company to release the Deposit (after deducting the Auction Fees) directly to the Owner's Financier.

16. However, if the State Consent is required, the balance of the Deposit (less the Auction Fees) shall be held by the Owner's Solicitors (or the Purchaser's Solicitors, if the Owner is unrepresented) as stakeholders and shall only be released to the Owner or the Owner's Financier, as the case may be, upon obtaining the State Consent.
17. The Purchaser is entitled to lodge a private caveat against the Property to protect the Purchaser's interests, but the Purchaser shall without delay remove the private caveat in the event that the Sale Contract is lawfully terminated in accordance with these Sale Conditions.
18. The Balance Purchase Price shall be released to the Owner on delivery of vacant or legal possession to the Purchaser ("Vacant or Legal Possession Date").
19. The Vacant or Legal Possession Date shall be a date falling within 7 working days from the date the full Purchase Price is paid in accordance with the Sale Contract herein.
20. All quit rent, assessment rates, utility charges, service charges and other outgoings (collectively "Outgoings") in respect of the Property shall be apportioned as at the Vacant or Legal Possession Date. The Purchaser shall pay for all arrears of the Outgoings and shall obtain reimbursement for the Owner's portion of the Outgoings from the Owner after the Purchaser produces the receipts of payment of such Outgoings. The amount to be reimbursed to the Purchaser will be deducted from the Balance Purchase Price before the Balance Purchase Price (less such sum deducted) is released to the Owner.
21. The Purchaser is responsible to make his own investigation as to whether there is any Government acquisition intended or otherwise of the Property or any part thereof and the Auctioneer makes no representation whatsoever on any Government intention to acquire the of the Property or any part thereof and the Purchaser is not entitled to terminate the purchase or any reduction in the Purchase Price in the event of any Government acquisition of the Property or any part thereof.
22. The Purchaser shall accept the Property
 - (a) subject to all conditions and restrictions affecting the title to the Property express and/or implied.
 - (b) on as is where is basis, in the physical condition that the Property shall be as at the Vacant or Legal Possession Date.
23. In the event that the Owner is not able to transfer good title to the Property to the Purchaser for any reasons other than due to the act or default of the Owner or the Purchaser, the Purchaser shall be entitled to a full refund of all sums paid towards the Purchase Price free of interest, and thereafter the Purchaser shall have no further claim in relation to the purchase of the Property.
24. In the event that the Owner refuses to complete the sale and transfer of the Property to the Purchaser, then in addition to the full refund of all sums paid towards the Purchase Price, the Purchaser shall be entitled to claim against the Owner a sum equivalent to ten per cent (10%) of the Purchase Price as agreed liquidated damages for breach of contract.
25. In relation to Clause 23 or 24 above, the Purchaser's claim for refund and/or liquidated damages shall be against the Owner only and not against the Company or the Auctioneer and neither shall the Company be required to refund any auction fees or other charges that may have been paid to the Company in relation to the auction sale.
26. The costs of the transfer of the Property to the Purchaser including the Purchaser's Solicitors' costs and the stamp duties shall be borne by the Purchaser. The costs for the Discharge of Charge and to obtain the State Consent shall be borne by the Owner.
27. In this Contract:
 - (a) where there are any duties or obligations expressed herein to be performed or observed by the Owner, the Purchaser's sole recourse shall be against the Owner for any breach or non-compliance thereof to the exclusion of the Auctioneer and the Company. The Auctioneer and the Company assumes no responsibility for such breach or non-compliance;
 - (b) words importing the masculine gender shall include the feminine and neuter genders and vice versa;
 - (c) words importing the singular number shall include the plural and vice versa.
28. **Online bidders are also bound by online Terms and Conditions contained at ebid.auctions.com.my in addition to this Conditions of Sale. If there are any conflicts or inconsistencies between the online Terms and Conditions and this Conditions of Sale, the provisions in this Conditions of Sale shall prevail.**

ONLINE PUBLIC AUCTION TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of ebid.auctions.com.my. (**PAH Website**)

IMPORTANT

These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with PROPERTY AUCTION HOUSE SDN BHD PRIVATE OWNERS' OPEN MARKET AUCTIONS ("Online Public Auction"). By registering to participate, bidding or purchasing in a PROPERTY AUCTION HOUSE SDN BHD PRIVATE OWNERS' OPEN MARKET AUCTIONS 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 **PAH 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 **PAH 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, Form 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 **PAH 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, **PAH 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 **PAH 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 **PAH 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 **PAH 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 **PAH 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. **10%** of the reserve price. Payment of the Required Deposit must be made via a local bank online transfer to **OCBC Bank (Malaysia) Berhad** in favour of **PROPERTY AUCTION HOUSE SDN BHD Account No: 7011520709**. 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 onto **PAH 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 **PAH 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 **PAH website**. Neither **PAH 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 **PAH 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 **PAH 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 **PAH 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 PAH 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 **PAH 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 **PAH 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**, the **Bank** or the **PAH 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 **PAH Website**.
- 5.5. **PAH Website** is owned and operated by **PROPERTY AUCTION HOUSE SDN BHD (PAH)**. The E-bidders agree and accept that **PAH** or the Assignee Bank in which **PAH** 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 **PAH Website**.

6. GOVERNING LAW

- 6.1. The Terms and Conditions contained in the ebid.auctions.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. **PAH** 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 **PAH**.

8. COPY RIGHT AND INTELLECTUAL PROPERTY

- 8.1. All information (inclusive of data, text, image) displayed in ebid.auctions.com.my shall not be used or published in other channels without the express written permission of **PAH**. **PAH** 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 **PAH's** intellectual property rights.

9. MISCELLANEOUS

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.