

PROCLAMATION OF SALE
IN THE MATTER OF THE FACILITIES AGREEMENT
DATED THE 16TH DAY SEPTEMBER, 2005
BETWEEN

PUBLIC BANK BERHAD [6463-H]
(WHICH HAS ACCEPTED THE TRANSFER OF THE ENTIRE BUSINESS
FROM PUBLIC FINANCE BERHAD WITH EFFECT FROM 4TH SEPTEMBER 2004
PURSUANT TO THE VESTING ORDER DATED 20TH AUGUST 2004)

ASSIGNEE

AND

THILAGA A/P SUBRAMANIAM [NRIC NO.: 800528-10-5712]
NYANAM A/P SAMUEL [NRIC NO.: 510709-04-5274]

ASSIGNORS

In exercise of the rights and powers conferred upon the Assignee under the Facilities Agreement dated the 16th day of September, 2005 entered into between the Assignee and the said Assignors in respect of the Sale and Purchase Agreement entered into between Johor Kip Development Sdn Bhd ("the Vendor") and the Assignors dated 9th day of February 2001, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer

WILL SELL BY THE PROPERTY DESCRIBED BELOW BY
PUBLIC AUCTION
ON MONDAY, THE 26TH DAY OF NOVEMBER, 2018
AT 3.00 P.M IN THE AFTERNOON
AT THE AUCTION ROOM, NO. 98, JALAN WIJAYA, CENTURY GARDEN,
80250 JOHOR BAHRU, JOHOR DARUL TAKZIM.

NOTE: Prospective bidders are advised to : (i) inspect the subject property and check on the issuance of separate individual strata title (ii) seek legal advice on all matters in connection with the auction sale, including the Conditions of Sale herein (iii) conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities as to whether the sale is open to all races or to Malaysian Citizens who are Bumiputras only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies. (v) check and verify whether the sale is subject to any prevailing tax imposed by the Government of Malaysia.

PARTICULARS OF PROPERTY:-

STRATA TITLE NO AND LOT NO	:	PN 10025/M3/6/325, LOT 52750
MUKIM / DISTRICT / STATE	:	Mukim of Pulai, District of Johor Bahru, State of Johor Darul Takzim.
FLOOR AREA	:	84 square metres (904 square feet).
TENURE	:	99 years leasehold (expiring on 24 th September 2092).
DEVELOPER	:	Johor Kip Development Sdn. Bhd.
ENCUMBRANCE	:	Assigned to Public Bank Berhad (which has accepted the transfer of the entire Business from Public Finance Berhad with effect from 4 th September 2004 pursuant to the vesting Order dated 20 th August 2004) pursuant to the said Agreements and subject to all easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover.

LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is situated within a block of 6 storey apartments known as Sri Kenari Apartment at Taman Tampoi Indah, Johor Bahru, Johor.

The subject property is an apartment unit identified as **Developer's Parcel No. 05-17, Block No.: C, Sri Kenari Apartment, Taman Tampoi Indah, Johor Bahru, Johor** and bearing postal address at **Unit No. #05-17, Block Sri Kenari C, Persisiran Titiwangsa Utama, Taman Tampoi Indah, 81200 Johor Bahru, Johor.**

RESERVE PRICE: RM144,000.00

The sale of the subject property may be subjected to any prevailing tax imposed by the Government of Malaysia. In the event that there is any prevailing tax payable, the selling price is excluding the same. The successful bidder shall, therefore, be liable to pay the same (if any).

The property will be sold on an "as is where is" basis, subject to a reserve price of **RM144,000.00 (Ringgit Malaysia One Hundred Forty Four Thousand Only)**, subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authority.

DEPOSIT

All intending bidders are required to deposit **10%** of the fixed reserve price and any prevailing tax that may be imposed by the Government of Malaysia (if applicable) by **bank draft or cashier's order** only in favour of **Public Bank Berhad before 3 p.m.** prior to the auction sale with the undermentioned Auctioneer. The balance of the purchase price **together with any prevailing tax payable (if applicable)** are to be settled within **ninety (90) days** from the date of auction sale to **Public Bank Berhad via RENTAS. The RENTAS payment must be made accompanied with details per Clause 8 of the Conditions of Sale.**

For further particulars please contact **Public Bank Berhad, Mersing Branch** [Ref: MSG/087/2-0094031-34 LN 20010], Tel: 07-7992695 or **Messrs Rodziah And Company**, Solicitors for the Assignee herein whose address is at Unit No. 6.14 & Unit No. 6.15, Level 6, Plaza DNP, No. 59, Jalan Dato' Abdullah Tahir, 80250 Johor Bahru, Johor. [Ref No. : SR/MSG/PBB/20437/06/NV/SR, Tel No. : 07-2893113, Fax No.: 07-3365593] or the undermentioned Auctioneer.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

No. 98, Jalan Wijaya, Century Garden,
80250 Johor Bahru, Johor Darul Takzim,
Tel: 07-3336226 & 3333226
Our ref: PAHJ/5791(2)/10/2018(LA)-03
Email: johor@auctions.com.my
Website: auctions.com.my

ALI AKBAR BIN MOHAMAD TAHIR
Licensed Auctioneer

PERISYTIHARAN JUALAN
DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN
BERTARIKH 16 HARIBULAN SEPTEMBER 2005
ANTARA

PUBLIC BANK BERHAD [6463-H]
(YANG TELAH MENERIMA PINDAHAN KESELURUHAN PERNIAGAAN
DARI PUBLIC FINANCE BERHAD BERKUATKUASA DARI 4 SEPTEMBER 2004
MENURUT PERINTAH PERLETAKHAKAN BERTARIKH 20HB OGOS 2004)

PIHAK PEMEGANG SERAHHAK

THILAGA A/P SUBRAMANIAM [NO. K/P: 800528-10-5712]
NYANAM A/P SAMUEL [NO. K/P: 510709-04-5274]

PIHAK PENYERAHHAK

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dibawah **Perjanjian Kemudahan yang bertarikh 16hb September, 2005** diantara Pihak Pemegang Serahhak dan Pihak Penyerahhak berkenaan dengan **Perjanjian Jual Beli di antara Johor Kip Development ("pihak Penjual")** dan Pihak Penyerahhak bertarikh 9hb Februari 2001, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak tersebut dengan bantuan Pelelong yang tersebut dibawah

AKAN MENJUAL HARTANAH YANG DIPERIHALKAN DI BAWAH SECARA
LELONGAN AWAM
PADA HARI ISNIN, 26 HARIBULAN NOVEMBER, 2018
PADA PUKUL 3.00 PETANG
DI DALAM BILIK LELONG, NO. 98, JALAN WIJAYA, CENTURY GARDEN,
80250 JOHOR BAHRU, JOHOR DARUL TAKZIM.

NOTA: **Penawar yang berminat dinasihatkan: (i) memeriksa hartanah tersebut dan menyemak akan pengeluaran hakmilik strata individu berasingan (ii) mendapatkan nasihat undang-undang mengenai semua perkara yang berkaitan dengan jualan lelong, termasuk Syarat-Syarat Jualan (iii) menjalankan carian rasmi ke atas Hakmilik Induk di Pejabat Tanah yang berkaitan dan / atau pihak berkuasa yang berkaitan dan (iv) membuat pertanyaan yang perlu dengan pihak berkuasa yang berkaitan sama ada jualan terbuka kepada semua kaum atau kepada Warganegara Malaysia yang hanya Bumiputera dan juga terma-terma kebenaran untuk jualan sebelum jualan lelong. Pembida yang berjaya ("Pembeli") hendaklah dengan serta-merta selepas jualan mengakukan untuk memohon dan mendapatkan kebenaran untuk pindah milik (jika ada) dari Pemaju dan / atau Tuanpunya dan / atau Pihak Berkuasa Negeri atau pihak berkuasa yang berkenaan. (v) memeriksa dan mengesahkan samada jualan ini tertakluk kepada sebarang cukai yang dikenakan oleh pihak Kerajaan Malaysia.**

BUTIR-BUTIR HARTANAH :-

NO HAKMILIK STRATA/ NO LOT	:	PN 10025/M3/6/325, LOT 52750
MUKIM / DAERAH / NEGERI	:	Mukim Pulai, Daerah Johor Bahru, Negeri Johor Darul Takzim
KELUASAN LANTAI	:	84 meter persegi (904 kaki persegi).
PEGANGAN	:	Pegangan pajakan 99 tahun (tamat pada 24 September 2092).
PEMAJU / PENJUAL	:	Johor Kip Development Sdn. Bhd.
BEBANAN	:	Serahhak kepada Public Bank Berhad (yang telah menerima pindahan keseluruhan perniagaan dari Public Finance Berhad berkuatkuasa dari 4 September 2004 menurut Perintah Perletakhakan bertarikh 20hb ogos 2004) mengikut Perjanjian-Perjanjian tersebut dan tertakluk kepada semua easemen, pajakan, sewaan, penghuni, gadaian, kaveat, perjanjian jual beli yang lama, serahhak yang lama, perjanjian rasmi, liabiliti yang wujud di atasnya.

LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak di blok pangsapuri 6 tingkat yang dikenali sebagai Sri Kenari Apartment di Taman Tampoi Indah, Johor Bahru, Johor Hartanah merupakan seunit pangsapuri dikenali sebagai **No. Parsel Pemaju 05-17, Blok No.: C, Sri Kenari Apartment, Taman Tampoi Indah, Johor Bahru, Johor** dan beralamat di **Unit No. #05-17, Blok Sri Kenari C, Persisiran Titiwangsa Utama, Taman Tampoi Indah, 81200 Johor Bahru, Johor.**

HARGA RIZAB : RM144,000.00

Penjualan hartanah tersebut mungkin tertakluk kepada liabiliti untuk membayar cukai yang mungkin akan dikenakan oleh pihak Kerajaan Malaysia. Sekiranya didapati cukai dikenakan, harga jualan adalah tidak termasuk cukai yang dikenakan tersebut dan penawar berjaya adalah bertanggung ke atas cukai tersebut.

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedjadi" dan tertakluk kepada harga rizab sebanyak **RM144,000.00 (Ringgit Malaysia Satu Ratus Empat Puluh Empat Ribu Sahaja)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak dan tertakluk kepada kebenaran untuk pindaan milik diperolehi daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa.

DEPOSIT

Semua penawar yang ingin membuat tawaran adalah dikehendaki mendeposit **10%** daripada harga rizab dan termasuk cukai yang mungkin akan dikenakan oleh pihak Kerajaan Malaysia (jika berkenaan) dengan bank draf atau kasyier order kepada Public Bank Berhad sebelum jam 3 petang jualan lelongan kepada Pelelong yang tersebut dibawah. Baki harga belian bersama dengan cukai yang kena dibayar (jika berkenaan) hendaklah dibayar oleh Pembeli dalam tempoh sembilan puluh (90) hari dari tarikh jualan kepada Public Bank Berhad melalui RENTAS. Pembayaran RENTAS hendaklah dibuat bersama butir-butir pembayaran sepertimana yang dinyatakan dalam Syarat Jualan No. 8.

Untuk mendapatkan butir-butir selanjutnya, sila berhubung dengan **Public Bank Berhad, Mersing Branch** [Ruj: MSG/087/2-0094031-34 LN 20010], Tel : 07-7992695 atau **Tetuan Rodziah And Company**, Peguamcara bagi pihak Pemegang Serahhak di Unit No. 6.14 & Unit No. 6.15, Level 6, Plaza DNP, No. 59, Jalan Dato' Abdullah Tahir, 80250 Johor Bahru, Johor. [Ruj No. : SR/MSG/PBB/20437/06/NV/SR, Tel No. : 07-2893113, Fax No.: 07-3365593] atau Pelelong yang tersebut di bawah.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

No. 98, Jalan Wijaya, Century Garden,
80250 Johor Bahru, Johor Darul Takzim.
Tel: 07-3336226 & 3333226
Ruj Kami: PAHJ/5791(2)/10/2018(LA)-03
E-mel: johor@auctions.com.my
Laman Web: auctions.com.my

ALI AKBAR BIN MOHAMAD TAHIR
Pelelong Berlesen

CONDITIONS OF SALE

1. This sale by Public Auction is made by **Public Bank Berhad (which has accepted the transfer of the entire business from Public Finance Berhad with effect from 4th September 2004 pursuant to the Vesting Order dated 20th August 2004)** ("the Assignee") in exercise of the rights, powers and remedies conferred upon the Assignee pursuant to the **Facilities Agreement dated the 16th day of September, 2005** executed by **Thilaga A/P Subramaniam & Nyanam A/P Samuel** ("the Assignors") in favour of the Assignee and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
 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 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 becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said **Facilities Agreement dated the 16th day of September, 2005** 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 10% of the reserve price shall be forfeited by the Assignee and the property shall, at the option of the Assignee, be put up for sale again or the Assignee may decide to adjourn the auction sale to another date.
 5. All intending bidders (**with the exception of the Assignee**) are required to deposit with the Auctioneer the sum equivalent to **10%** of the fixed reserve price for the property **and any prevailing tax that may be imposed by the Government of Malaysia (if applicable) by bank draft or cashier's order** only made in favour of **Public Bank Berhad before 3 p.m.** prior to the auction sale. However the Auctioneer may with the concurrence of the Assignee or its 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 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 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 10% of the successful bid and any prevailing tax that may be payable for the 10% deposit (if applicable) either in CASH or BANK DRAFT in favour of PUBLIC 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 subject to the provisions of Clauses 7 and 10.**
 7. In the event the Purchaser fails to pay a deposit equivalent to 10% of the successful bid **and any prevailing tax for the 10% deposit (if applicable)** on the deposit 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 and the property may be put up for sale again at a time to be fixed by the Assignee 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 and the Purchaser shall have no claims whatsoever against the assignee, their solicitors or the auctioneer in relation thereto.
 8. The balance of the purchase price **together with any prevailing tax (if applicable) [together with Inward RENTAS Service Charges (if any)]** shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **ninety (90) days** from the date of the auction sale by **remitting the payment directly to the Assignee via RENTAS. The RENTAS payment must be made accompanied with the following details :-**
 - (I) **BENEFICIARY**
 - **Name** : Public Bank Berhad
 - **Account No.** : 2-0094031-34 LN 20010
 - (II) **PAYMENT DETAILS**
 - **Reference** : MSG/000003/05-2009403134/20010
 - **Description** : Housing Loan
- The Assignee or the Solicitors for the Assignee will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS remittance payment details. Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee or to the Solicitors for the Assignee.**
9. **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, issued a written request to the Assignee applying for an extension of time and the Assignee may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% 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 charges/compensation at such rate/amount as the Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
 10. In default of such payment of the balance of the purchase price **together with any prevailing tax (if applicable)** 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 and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result 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.

11. Upon full payment of the balance of the purchase price together with any prevailing tax for the balance purchase price (if applicable) 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 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 Assignors upon such terms and conditions stipulated by the Assignee 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 the Assignee shall deliver to the Purchaser or his/her Solicitor the duly executed Assignment, the original Sale and Purchase Agreement and original copy(ies) of the previous Agreements and if any of the aforesaid documents are not available, the Assignee shall provide certified true copies thereof. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. *The Purchaser undertakes to forward to the Developer upon completion 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 of receipt by the developer to the Assignee or its Solicitors.*
12. 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.
13. 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.
14. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee in granting the consent to the sale herein (if applicable), it is hereby agreed that **any arrears of quit rent and assessment rate [excluding penalty, attachment warrant and late charges and any prevailing tax imposed by the Government of Malaysia (if applicable)], service and maintenance charges [excluding penalty interest, late charges and utilities bills and any prevailing tax imposed by the Government of Malaysia (if applicable), (hereinafter collectively referred to as "outstanding charges") which maybe 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 or to the Joint Management Body or Management Corporation 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 out of the balance purchase money and in any event upon the Assignee's receipt of the balance purchase money in cleared funds.**

The "Outstanding Charges" referred above which are to be borne by the Assignee will be capped as follows:

<u>Property Reserve Price (RM)</u>	<u>Maximum Outstanding Charges to be borne by the Assignee</u>
Less than RM 250,000.00	RM10,000.00
RM250,001.00 to Less than RM500,000.00	RM15,000.00
RM500,001.00 to Less than RM1,000,000.00	RM20,000.00
RM1,000,001.00 to Less than RM2,000,000.00	RM25,000.00
RM2,000,001.00 to Less than RM3,000,000.00	RM30,000.00
RM3,000,001.00 onwards	RM50,000.00

The arrears in quit rent and assessment bills excluding penalty, attachment warrant, late charges and any prevailing tax imposed by the Government of Malaysia (if applicable), shall only be paid provided that the Assignee is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment issued by the relevant authorities from the Purchaser within ninety (90) days from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser.

Herein shall impose obligations on the part of the Purchaser to pay all outstanding utilities bills namely water, electricity, telephone, sewerage, Indah Water Konsortium Sdn Bhd charges, interest, fines, penalties [including any prevailing tax imposed by the Government of Malaysia (if applicable)] or other charges of personal nature due and payable [including any prevailing tax imposed by the Government of Malaysia (if applicable)] by the Assignors to the relevant authority or the Developer. Further, 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 and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Assignee's Solicitors for approval. The Purchaser shall bear the Administrative Fee to the Developer and pay all fees and expenses including any prevailing tax imposed by the Government of Malaysia (if applicable) but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to this Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

15. Any other charges as at the date of the auction sale not specified in Clause 14 [including but not limited to telephone bills, water bills, electric bills and sewerage charges and any prevailing tax imposed by Government of Malaysia (if applicable)], which is outstanding, shall not be borne by the Assignee.
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 thereover, 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 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 thereover 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. **The Assignee will not be liable for any caveats filed (by 3rd party/ies) and it is the duty of the Purchaser to remove the caveat at their own cost (if any).**

20. In the event the sale being set aside for any reasons whatsoever whether by the Assignee 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 shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, its Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee, its Solicitors and the Auctioneer or their respective servants or agents.
21. 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 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.
22. 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.
23. 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 then the Assignee shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee 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, 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, its Solicitors, the Auctioneer or their respective servants or agents.
24. Notwithstanding there being no default or breach on the part of the Purchaser, the Assignee/Bank shall be entitled whether before, during or after the execution and/or delivery as the case may be of the Deed of Assignment or the Memorandum of Transfer in favour of the Purchaser as transferee or the Memorandum of Transfer in favour of the Assignor as transferee, to terminate the sale of the Property to the Purchaser at the Assignee/Bank's sole and absolute discretion without the need to provide any reason thereto. In such an event the sale shall be terminated and be null and void and the Assignee/Bank shall refund free of interest and without any compensation whatsoever to the Purchaser, such moneys as may have been received by the Assignee/Bank from the Purchaser being payment towards the account of the purchase price of the Property. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and their respective servants and agents shall not in any way be liable to the Purchaser for any compensation or damages whatsoever and the Purchaser hereby expressly and irrevocably waives any and all claims, demands, rights and causes of action whatsoever and howsoever arising that the Purchaser may have against any one or more of them in respect of and/or howsoever in connection with the auction sale and the Property.
25. The Assignee 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 or its Agent to give vacant possession.
26. The Assignee 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 accepts no liability for any payments, which may be outstanding in respect thereof and the property, is sold subject thereto and on "as is where is" basis.
27. 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.
28. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
29. Unless expressly provided herein, the Assignee, the Assignee 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.
30. 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, 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, 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.
31. 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 at the costs of the Purchaser immediately upon such termination.
32. The Assignee 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.
33. Time whenever mentioned shall be of essence of this Conditions of Sale.
34. 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.
35. 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.

36. The sale of the subject property may be subject to the liability to pay any prevailing tax that may be imposed by the Government of Malaysia (if applicable). In the event that there is any prevailing tax payable, the selling price is excluding the same.
37. The Purchaser is liable to any present or future, direct or indirect, Malaysia 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 tax such as Sales and Services Tax under the Sales and Services Tax Act 2018 and other taxes, and any interest, fines or penalties in respect thereof. In the event that there is any prevailing tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.

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').
2. ** Applicable for properties other than Residential Properties.