

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITY AGREEMENT, DEED OF ASSIGNMENT (FIRST PARTY ASSIGNMENT)  
AND POWER OF ATTORNEY (FIRST/THIRD PARTY) ALL DATED THE 22ND DAY OF MAY, 2013

BETWEEN

ALLIANCE BANK MALAYSIA BERHAD [88103-W]

ASSIGNEE

AND

GOVIN KUMAAR A/L PANIRSHEELUAM [NRIC No. 841128-10-5079]

ASSIGNOR/BORROWER

In exercising the rights and powers conferred upon the Assignee under the Facility Agreement, Deed of Assignment (First Party Assignment) And Power of Attorney (First/Third Party) all dated the 22nd day of May, 2013 entered into between the Assignee and the Assignor, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

ON FRIDAY, THE 10TH DAY OF AUGUST, 2018

AT 10.30 A.M. IN THE MORNING

AT THE AUCTION CENTRE

NO. 1-3, 1<sup>ST</sup> FLOOR, JALAN AMPANG, 50450 KUALA LUMPUR

**NOTE:** Prospective bidders are advised to (i) seek independent legal advice on all matters in connection with the auction sale, including the Conditions of Sale herein; (ii) inspect the subject property; (iii) conduct an official title search at the relevant Land Office, Land Registry and/or other relevant authorities; (iv) make the necessary enquiries with the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies on the necessary confirmations/terms of consent to the sale herein prior to the auction sale; and (v) conduct and rely on their own searches, enquiries, investigations and verifications on the accuracy and correctness of the particulars and information provided. Prospective bidders are also advised that no reliance may be placed on any statement or representation made in this Proclamation of Sale or by the Auctioneer at the auction concerning the subject property and that any prospective bidder who chooses to rely on such statement or representation does at his/her own risk. The Purchaser shall immediately upon the sale undertake to apply for and obtain the necessary confirmations/consent to transfer or assign (if any) from the Developer and/or Proprietor and/or State Authorities and/or relevant bodies (if required). If the separate issue document of title to the subject property has been issued and registered in the name of the Developer and/or Proprietor, the Purchaser is responsible to effect transfer of the title of the subject property in the Purchaser's name.

### PARTICULARS OF TITLE

The strata title for the subject property has not been issued.

**MASTER TITLE/LOT NO:** Geran 327944, Lot 106581 (previously known as H.S.(D) 34515 P.T. 48505), Mukim of Dengkil, District of Sepang, State of Selangor Darul Ehsan

**DEVELOPER'S PARCEL NO:** F-01-02, Storey No. 1st Floor, Building No. Block F, Lakeview Residency, Phase 1B together with Accessory Parcel No. Carpark Bay No. 80 & 81, Level P1

**FLOOR AREA: (Unit)** approximately 1,145 square feet

**VENDOR (DEVELOPER):** Tindak Murni Sdn Bhd

**ENCUMBRANCE:** Assigned to Alliance Bank Malaysia Berhad

**TENURE:** Freehold

### LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is an apartment unit bearing postal address of No. F-1-02, Block F, Lakeview Residency, Cyber Height Villa, Cyber 7, 63000 Cyberjaya, Selangor Darul Ehsan

### RESERVE PRICE:

The subject property will be sold on an "as is where is" basis, subject to a reserve price of **RM594,000.00 (RINGGIT MALAYSIA FIVE HUNDRED AND NINETY FOUR THOUSAND ONLY)** (exclusive of Goods and Services Tax, which, if payable, shall be borne and paid by the Purchaser at the prevailing rate), to the Conditions of Sale herein and by way of an assignment from the Assignee subject to the necessary confirmations/consent being obtained by the Purchaser from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies (if required). All fees, costs, expenses, charges and disbursements in connection with or incidental to such confirmations/consent will be borne and paid by the Purchaser.

### DEPOSIT:

All intending bidders are required to deposit 10% of the fixed reserve price ("initial deposit") by way of a bank draft or a cashier's order crossed "A/C PAYEE ONLY" made payable to **ALLIANCE BANK MALAYSIA BERHAD** prior to the auction sale. The balance of the purchase price is to be paid to **ALLIANCE BANK MALAYSIA BERHAD** within ninety (90) days from the date of auction sale

FOR FURTHER PARTICULARS, please apply to M/S Mazwan Pathma & Co. Solicitors for the Assignee/Bank, at No. 38-1, Jalan Telawi, Bangsar Baru, 59100 Kuala Lumpur [Ref No: *Please Advise*, Tel No. 03-22829905] or the Auctioneer

### **PROPERTY AUCTION HOUSE SDN BHD (187793X)**

Ground Floor, 1<sup>st</sup> Floor, Jalan Ampang

50450 Kuala Lumpur

Tel: 03-20702226 & 20788590

Our ref: PAH/27661(2)/7/2018(LA)

Email: main@auctions.com.my

Website: www.auctions.com.my

**PATRICK WONG KOON MENG**

**DANNY T.F. LOH**

**JEFFREY C.K. CHOONG**

Licensed Auctioneers

**PERISYTIHARAN JUALAN**  
**DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHHAKAN**  
**(PENYERAHHAN HAK PIHAK PERTAMA) DAN SURAT KUASA WAKIL**  
**KESEMUANYA YANG BERTARIKH 22 HARIBULAN MEI, 2013**

ANTARA

ALLIANCE BANK MALAYSIA BERHAD [88103-W]

**PIHAK PEMEGANG SERAHHAK**

DAN

GOVIN KUMAR A/L PANIRSHEELUAM [No. K/P: 841128-10-5079]

**PIHAK PENYERAHHAK/PEMINJAM**

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dibawah Perjanjian Kemudahan, Suratikatan Penyerahhakan (Penyerahhakan Pihak Pertama) Dan Surat Kuasa Wakil kesemuanya yang bertarikh 22 haribulan Mei, 2013 diantara Pihak Pemegang Serahhak dan Pihak Penyerahhak yang diperbuat dalam perkara diatas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak tersebut dengan bantuan Pelelong yang tersebut dibawah

**AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA**

**LELONGAN AWAM**

**PADA HARI JUMAAT, 10 HARIBULAN OGOS, 2018**

**PADA PUKUL 10.30 PAGI**

**DI PUSAT LELONG**

**NO. 1-3, TINGKAT 1, JALAN AMPANG, 50450 KUALA LUMPUR**

**NOTA:** Bakal-bakal pembeli adalah dinasihatkan agar: (i) meminta nasihat bebas daripada pihak Guaman mengenai Syarat-syarat Jualan di sini (ii) memeriksa hartanah tersebut (iii) membuat carian hakmilik secara rasmi di Pejabat Tanah, Pejabat Pendaftaran Tanah dan/atau lain-lain Pihak Berkuasa yang relevan (iv) membuat pertanyaan yang diperlukan dengan pihak Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri, dan/atau badan-badan yang relevan mengenai pengesahan-pengesahan/ terma-terma kebenaran yang diperlukan untuk jualan sebelum jualan lelong dan (v) membuat dan bergantung pada carian sendiri, pertanyaan, penyiasatan dan penentusahan mengenai ketepatan dan kebenaran butir-butir dan maklumat yang dikemukakan. Bakal-bakal pembeli adalah dinasihatkan bahawa pergantungan tidak boleh dibuat pada kenyataan-kenyataan atau representasi-representasi yang dibuat pada Perisytiharan Jualan ini atau oleh Pelelong pada masa lelongan berkenaan dengan hartanah yang diperihalkan dan mana-mana bakal pembeli yang memilih untuk bergantung pada kenyataan-kenyataan atau representasi-representasi tersebut berbuat demikian atas risiko sendiri. Penawar yang berjaya ("Pembeli") sebaik sahaja selepas jualan mengakukan untuk memohon dan mendapatkan pengesahan/ kebenaran yang diperlukan untuk pindahmilik atau serah hak (jika ada) daripada Pemaju dan/atau Pemilik dan/atau Pihak Berkuasa Negeri dan/atau badan-badan yang relevan.

**BUTIR-BUTIR HAKMILIK**

Hakmilik strata bagi harta tersebut belum dikeluarkan.

**NO. HAKMILIK INDUK/LOT:** Geran 327944, Lot 106581 (dahulu dikenali sebagai H.S.(D) 34515 P.T. 48505), Mukim Dengkil, Daerah Petaling, Negeri Selangor Darul Ehsan

**NO. PARSEL PEMAJU:** F-01-02, No. Tingkat: Tingkat 1, No. Bangunan: Blok F Lakeview Residency, bersama dengan Parsel Aksesori Tempat Letak Kereta No. 80 & 81, Paras 1

**KELUASAN LANTAI: (Unit)** lebih kurang 1,145 kaki persegi

**PENJUAL (PEMAJU):** Tindak Murni Sdn Bhd

**BEBANAN:** Serahhak kepada Alliance Bank Malaysia Berhad

**PEGANGAN:** Kekal

**LOKASI DAN PERIHAL HARTANAH:**

Hartanah tersebut adalah seunit pangsapuri yang beralamat di No. F-1-02, Blok F, Lakeview Residency, Cyber Height Villa, Cyber 7, 63000 Cyberjaya, Selangor Darul Ehsan

**HARGA RIZAB:**

Hartanah tersebut akan dijual dalam "keadaan sepertiimana sediaada" dan tertakluk kepada satu harga rizab sebanyak **RM594,000.00 (RINGGIT MALAYSIA LIMA RATUS DAN SEMBILAN PULUH EMPAT RIBU SAHAJA)** (tidak termasuk cukai barangan dan perkhidmatan (GST) dan sekiranya dikenakan GST, Pembeli yang berjaya dikehendaki membayar GST mengikut kadar semasa) dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak dan tertakluk kepada Pembeli memperoleh kebenaran untuk pindahmilik daripada Pihak Pemaju dan lain-lain Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pemaju dan lain-lain Pihak Berkuasa. Segala bayaran lain yang berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli. Bakal Pembeli hendaklah membuat pertanyaan sendiri berhubung dengannya dan Pembeli akan dianggap mempunyai pengetahuan sepenuhnya

**DEPOSIT:**

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **sepuluh peratus (10%)** daripada harga rizab ("cagaran awal") dalam bentuk **bank draf atau kasyier order** di atas nama **ALLIANCE BANK MALAYSIA BERHAD** pada hari lelongan awam. Baki harga belian hendaklah diselesaikan dalam masa **90 hari** daripada tarikh jualan kepada **ALLIANCE BANK MALAYSIA BERHAD**.

**UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA**, sila berhubung dengan **Tetuan Mazwan Pathma & Co**, Peguamcara bagi Pihak Pemegang Serahhak/Bank yang beralamat di No. 38-1, Jalan Telawi, Bangsar Baru, 59100 Kuala Lumpur [No. Ruj: **Please Advise**, No. Tel: 03-22829905] atau Pelelong

**PROPERTY AUCTION HOUSE SDN BHD (187793X)**

Tingkat Bawah, No. 1, Jalan Ampang

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**PATRICK WONG KOON MENG**

**DANNY T.F. LOH**

**JEFFREY C.K. CHOONG**

**Pelelong Berlesen**

# CONDITIONS OF SALE

## 1. RESERVE PRICE AND BIDDING AT AUCTION

- (a) This sale is made by **ALLIANCE BANK MALAYSIA BERHAD** ("**Assignee**") in exercise of the rights and powers conferred upon the Assignee pursuant to the **Facility Agreement, Deed of Assignment (First Party Assignment) And Power of Attorney (First/Third Party) all dated the 22<sup>nd</sup> day of May, 2013** and such other security documents executed by **Govin Kumar a/l Panirsheelum** ("**Assignor/ Borrower(s)**") in favour of the Assignee (collectively, "**Security Documents**") subject to all liabilities, obligations, conditions and category of land use, express or implied or imposed upon or relating to or affecting the property ("**Property**") and shall further subject to the reserve price ("**Reserve Price**") and the conditions of sale as appearing in the Proclamation of Sale.
- (b) 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.
- (c) The Auctioneer reserves the right to fix the amount of bid at the time the Property is put up for sale. Subject to the Reserve Price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
- (d) No bid shall be less than the last previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale.
- (e) The Auctioneer shall have the absolute right to withdraw the Property for sale at any time before the fall of the hammer and either after or without declaring the Reserve Price.
- (f) In 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 the auction sale. The Auctioneer's decision thereon and on all other matters not provided for in these Conditions of Sale shall be final and conclusive in all respects if such decision is made during the course of conducting the auction.
- (g) Subject to these Conditions of Sale and particularly to the Reserve Price, the highest bidder being so allowed or determined by the Auctioneer shall be the Purchaser.
- (h) No bid shall be retracted or withdrawn. In the event any bidder makes a bid but withdraws the same before the fall of the hammer:-
  - (i) the said bidder shall have his/her/their deposit equivalent to **10% of the Reserve Price ("Bidding Deposit")** forfeited forthwith to the Assignee;
  - (ii) the said bidder shall not be entitled to nor have any or further reimbursements, claims and demands whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents or any other party on account thereof; and
  - (iii) the Property shall at the option of the Assignee be put up for sale again at a time, place and reserve price to be fixed by the Assignee at its sole discretion or the Assignee may decide to adjourn the auction sale to another date.
- (i) In the event the subject matter offered for auction comprises more than one (1) property, the Auctioneer shall have the right to:-
  - (i) determine or vary the order of sale;
  - (ii) offer the properties for sale either individually or en bloc or in any combination / manner as determined by the Auctioneer; and/or
  - (iii) withdraw any of the properties from the sale.

## 2. AUTHORITY TO ACT / BID

- (a) If the sale is restricted to individuals and not to incorporated persons, bodies, societies, firms or companies as specified by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies, the Property shall be sold to individual persons only.
- (b) For Bumiputra lot or if the sale is restricted to Bumiputra only, only Bumiputra is allowed to purchase or to bid or to act for and on behalf of the bidder. For Malay Reserve Land or Native Land, only Malay or Native is allowed to purchase or to bid or to act for and on behalf of the bidder. For all other special quota lot, only the race identified in the special quota lot therein is allowed to purchase or to bid or to act for and on behalf of the bidder.
- (c) A person who has not reached the age of majority or is below 18 years old as defined under the Age of Majority Act 1971 (Act 21) or is an undischarged bankrupt or is of unsound mind or is not legally competent to purchase the Property as at the date of auction sale shall not be permitted to purchase or to bid in his/her personal capacity or to act as an agent of the principal at the auction sale.
- (d) A foreign citizen or foreign company is only allowed to bid for the Property subject to the prevailing legal requirements, guidelines and/or existing policies (whether in Malaysia or the relevant foreign jurisdictions) and if the bid is successful, the sale is subject to the foreign citizen or foreign company applying and obtaining at his/her/its own costs the unconditional consent of the Economic Planning Unit, Prime Minister's Department, State Authorities and/or other relevant bodies (if required and whether in Malaysia or the relevant foreign jurisdictions) to the said sale in accordance with the terms stated below.

## 3. PROHIBITED TO ACT / BID

- (a) No bankrupt is allowed to bid or act as an agent.
- (b) In the event a bankrupt bids or acts as an agent in relation to the sale of the Property, the Bidding Deposit shall be forfeited forthwith to the Assignee and the Property may be put up for sale again at a date and time to be fixed by the Assignee.
- (c) In the event a foreign citizen or foreign company bids in relation to the sale of the Property without the consent of the Economic Planning Unit, Prime Minister's Department, State Authorities and/or other relevant bodies (if required and whether in Malaysia or the relevant foreign jurisdictions), the Bidding Deposit shall be forfeited forthwith to the Assignee and the Property may be put up for sale again at a date and time to be fixed by the Assignee.

## 4. ASSIGNEE'S RIGHTS

### As Purchaser

- (a) Notwithstanding any provision to the contrary in these Conditions of Sale, the Assignee shall be entitled to bid for the Property whether by itself or its agent and without having to pay any deposit whatsoever.
- (b) In the event the Assignee is declared the Purchaser:-
  - (i) the Assignee is at liberty to set off the Purchase Price or so much as is applicable against the indebtedness owing to the Assignee under the loan and the Security Documents on the date of successful sale plus all costs and expenses for the sale and all other costs and expenses whatsoever incidental thereto.
  - (ii) if approvals from any relevant authorities are required in respect of the purchase, then the Assignee shall apply for the approvals after the successful bid and shall only be required to set off the Purchase Price or so much as is applicable against the indebtedness owing to the Assignee under the loan and the Security Documents on the date of successful sale plus all costs and expenses for the sale and all other costs and expenses whatsoever incidental thereto within ninety (90) days from the date of receipt by the Assignee of all the approvals.
  - (iii) for avoidance of doubt, nothing in the foregoing shall restrict the Assignee's right or discretion to pay the full Purchase Price by way of set off before such approvals have been obtained.
  - (iv) if any of the approvals are not obtained or are obtained but subject to conditions which are not acceptable to the Assignee, the Assignee shall be entitled to terminate the purchase of the Property and the Purchase Price or part thereof paid including the deposit which has been paid by way of a reduction of the indebtedness owing to the Assignee or by way of set off shall be reversed and parties shall be placed back in position as if the sale has not taken place.
  - (v) the Assignee shall be entitled at its absolute discretion to assign, novate or transfer all or any of its rights, obligations and interests hereunder to a third party in the event that the Assignee exercises its rights to bid for and/or purchase the Property.

### Vis-à-vis the Auction

- (c) The Assignee shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever.

- (d) Thereafter, the Assignee is entitled to resell the Property at any time subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee may think fit.

## 5. PRIOR TO AUCTION SALE

Prior to the auction sale:-

- (a) the Assignee reserves the absolute right at any time to vary, alter, amend or add to the particulars and/or these Conditions of Sale.
- (b) all intending bidders shall be required to verify their identities by showing their identity cards to the Auctioneer prior to the commencement of the auction failing which they shall not be entitled to bid.
- (c) any person intending to bid on behalf of another person (whether an individual or an incorporated person, body, society, firm, or company) shall deliver to and obtain acknowledgement by the Auctioneer prior to the auction on an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address and stating that he/she is acting on behalf of such person and is authorised to sign all the necessary documents failing which the bidder shall be deemed to contract in his/her own name and not as an agent for another.
- (d) All intending bidders (with the exception of the Assignee) shall deposit with the Auctioneer the Bidding Deposit equivalent to 10% of the Reserve Price by way of a bank draft or a cashier's order crossed "A/C PAYEE ONLY" made payable to ALLIANCE BANK MALAYSIA BERHAD prior to the auction sale. The successful bid price is hereinafter referred to as the "Purchase Price".

## 6. SALE: 10% OF PURCHASE PRICE

- (a) The Purchaser (except where the Assignee is bidding) shall as soon as practicable and immediately after the fall of the hammer and in any event before leaving the auction venue sign a form of contract ("Memorandum") at the foot of these Conditions of Sale. The sums paid by the Purchaser under Clause 5(d) ("Deposit") shall be held by the Assignee subject to the provisions of these Conditions of Sale.
- (b) The Auctioneer reserves the right to hold the Memorandum and not deliver the same to the Purchaser until all payments for the actual deposit are received.
- (c) In the event that the Purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited forthwith to the Assignee and the Property may be put up for sale again at a date and time to be fixed by the Assignee. The costs and expenses incidental to such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee as to the costs and expenses incidental to such resale shall be accepted by the Purchaser as correct and conclusive.
- (d) In the event that the Purchaser shall at any time stop payment or countermand on the bank draft for the Bidding Deposit, the Property may be put up for sale at a date and time to be fixed by the Assignee. The costs and expenses incidental to such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee as to the costs and expenses incidental to such resale shall be accepted by the Purchaser as correct and conclusive.

## 7. SALE: COMPLETION

### 7.1 On or before the Completion Date

Within ninety (90) days from the date of successful sale (the expiry date of which period is referred to as the "Completion Date"), the Purchaser shall deposit with the Assignee/Assignee's Solicitors simultaneously:-

- (a) the balance of the Purchase Price i.e. a sum equivalent to 90% of the Purchase Price ("Balance Sum") together with the tax under the GST (if applicable) either [by way of IBG/RENTAS or a bank draft or a cashier order] crossed "A/C PAYEE ONLY" made payable to ALLIANCE BANK MALAYSIA BERHAD. For payment vide IBG/RENTAS must be made accompanied with the following details:- ; and

#### IBG/RENTAS Payment Details

- (i) Account Number : 120150010132843  
(ii) Account Name : CONSUMER IBG COLLECTIONS A/C  
(iii) Reference : Auction Proceeds/Govin Kumaar a/ Panirsheelum/841128-10-5079

The Assignee or the solicitors for the Assignee will not be responsible for any delay/costs arising from incorrect/incomplete/omission of IBG/RENTAS remittance payment details. Upon payment via IBG/RENTAS, the Purchaser shall immediately forward the IBG/RENTAS Credit Payment Advice with the details above to the Assignee or to the Solicitors for the Assignee.

- (b) a copy each of the requisite consents or confirmations (as the case may be) of the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies approving the sale (including transfer or assignment) in favour of the Purchaser, if necessary and/or required, subject firstly to the Assignee being satisfied with the conditions if imposed, otherwise the Assignee may elect to terminate the sale under Clause 10.

### 7.2 Extension

The Completion Date will not be extended unless the Purchaser shall have at least fourteen (14) days before the Completion Date applied in writing for an extension of time to the Assignee and the Assignee may at its absolute discretion without assigning any reason whatsoever either:-

- (a) reject such request in which event the Deposit (together with the interest (if any) earned thereon) shall be forfeited absolutely and immediately for which the Purchaser shall not be entitled to nor have any or further reimbursements, claims and demands whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents and any other party on account thereof; or
- (b) agree to grant an extension of time subject to conditions imposed by the Assignee including but not limited to the imposition of nonrefundable late payment interest on the balance unpaid or outstanding Purchase Price at such rate as the Assignee shall determine and to be calculated on a daily basis for the whole duration of the extended period granted and also to pay such sum within the time and in the manner as stipulated by the Assignee.

Such decision by the Assignee shall be binding on the Purchaser.

In the event that the Purchaser fails to pay the Balance Sum within the time or extended time as the case may be and in the manner as stipulated in Clauses 7.1 above and this Clause 7.2, the Deposit together with the interest (if any) earned thereon or paid under this Clause 7.2 shall be forfeited by the Assignee and the Property may again be put up for sale at a date and time to be fixed by the Assignee. The costs and expenses incidental to such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee / Bank as to costs and expenses incidental to such resale shall be accepted by the Purchaser as correct and conclusive.

### 7.3 Charges

- (a) Notwithstanding any contrary terms and conditions which may be imposed by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies and/or third parties entitled thereto on the Assignee in granting the consent or confirmation (as the case may be) to the sale herein, it is hereby agreed that only arrears of quit rent, assessment rate, maintenance charges, sinking fund, fire insurance premium and late charges only (collectively referred to as the "Outstanding Charges") which are lawfully and rightfully due and payable to the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies up to the date of successful sale of the Property shall be deducted from the Purchase Price upon receipt of the Balance Sum PROVIDED THAT the Purchaser shall extract a copy each of the bills for the Outstanding Charges forward the same to Assignee and to request for payment from the Assignee [within ninety (90) days from the date of successful sale of the Property] and FURTHER THAT the Assignee reserves the right to refuse to pay:-

- (i) any sum wrongfully imposed including but not limited to such sum being charged without any basis at all, not obligated to pay, any sums that are time-barred i.e. charges which are outstanding or due more than six (6) years from the date of successful sale of the Property ("the said charges") irrespective of any payment or acknowledgement or judgment made or obtained on the said charges and any sums that are excessively charged resulted from e.g. duplicate or double counting, wrong calculation etc; and
  - (ii) any bills issued by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies for the Outstanding Charges but only received by the Assignee or the Assignee's Solicitors more than ninety (90) days from the date of the successful sale.
  - (iii) Failure on the Purchaser to provide his bank account details within ninety (90) days from the date of successful sale to the Assignee for payment reimbursement if the Purchaser has advanced or paid the said "Outstanding charges"
- Such decision by the Assignee on what is due and payable shall be binding on the Purchaser of which the Purchaser hereby expressly agrees.
- (b) The Outstanding Charges due and payable immediately after the date of successful sale of the Property shall be solely borne and paid by the Purchaser.
  - (c) Where applicable, it shall be the duty of the Purchaser to obtain at the Purchaser's own costs the particulars as stated in *Section 22D(4) of the Housing Development (Control and Licensing) Act 1966* and to obtain copies of the charges payable from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies and/or third parties entitled thereto 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 the Assignee's approval.
  - (d) In the event the Purchaser shall pay such arrears (if any) of the Outstanding Charges in advance to the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies and/or third parties entitled thereto:-
    - (i) the Purchaser is not entitled to deduct the payment towards the arrears (if any) from the Balance Sum;
    - (ii) due apportionment and reimbursement for the payment (if any) made by the Purchaser towards the arrears shall only be made after the Assignee has received the Balance Sum and subject to the Assignee's approval and other provisions of these Conditions of Sale. For this purpose, the Purchaser shall produce original receipts evidencing payment together with Purchaser bank account particular for Assignee onwards reimbursement.
  - (e) Any other costs, expenses and charges not specifically mentioned and/or specified in Clauses 7.3 (a), (b), (c), and (d) above which are outstanding shall be solely borne and paid by the Purchaser.

#### 7.4

##### Execution/Delivery of Documents

- (a) Upon payment of the Deposit and the Balance Sum and all monies mentioned and/or specified in Clauses 7.2 (b), 7.3 (a), (b), (c), (d), and (e) above and subject to the fulfilment of Clause 8 below by the Purchaser, the Assignee shall:-
  - (i) execute or cause to be executed as soon as possible at the Purchaser's own costs and expenses (including, without limitation, legal fees, stamp duty and registration fees) an Assignment (in the form and substance acceptable to and upon the terms and conditions stipulated by the Assignee at its absolute discretion) in favour of the Purchaser of all the rights, title interests and benefits under the principal Sale and Purchase Agreement entered into between the Developer and/or Proprietor of the Property and the Assignor or the original purchaser(s) when the Assignor is not the original purchaser of the Property.  
Where applicable, the Assignee shall be entitled to have a sufficient covenant of indemnity inserted in the Assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the Property.  
The Assignee shall not be required to assign the Property to any person other than the Purchaser; and
  - (ii) deliver to the Purchaser or the Purchaser's Solicitors the duly executed Assignment, the original of the principal Sale and Purchase Agreement or duplicate copy or certified true copy and the original(s) of the previous Assignment(s) or duplicate copy(ies) or certified true copy(ies) in the Assignee's custody.  
If any of the aforesaid documents is not available, the Assignee shall use its best endeavors to provide certified true copy(ies) or such other acceptable documentary evidence of previous transactions thereof.
- (b) Where applicable, the Purchaser undertakes to forward to the Developer the duly stamped Assignment, the duly stamped Proclamation of Sale and the Memorandum 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 Assignment and to forward a copy of the cover letter or acknowledgment of receipt by the Developer to the Assignee or the Assignee's Solicitors within seven (7) days after the issuance of the cover letter or acknowledgment of receipt.

#### 7.5

##### Charge/Transfer

- (a) If the separate document of title or strata title for the Property has been issued whether before, on or after the date of auction sale, the Assignee shall not be required to procure a transfer nor to register its charge as prescribed by the National Land Code 1965 or Sarawak Land Code (Cap. 81) or the Sabah Land Ordinance (Cap. 68) (as the case may be) in favour of the Purchaser from the Developer and/or Proprietor (as the case may be).
- (b) The transfer of the Property from the Developer and/or Proprietor to the Assignor or, if the Assignor is not the original purchaser, the transfer of the Property from the Developer and/or Proprietor to the original purchaser(s), the transfer of the Property from the original purchaser(s) to the Assignor and the transfer of the Property from the Assignor to the Purchaser shall be prepared and procured by the Purchaser at the Purchaser's own costs and expenses (including costs of transfer from the Developer and/or Proprietor to the Assignor or, if the Assignor is not the original purchaser, costs of transfer from the Developer and/or Proprietor to the original purchaser(s), costs of transfer from the original purchaser(s) to the Assignor and costs of transfer from the Assignor to the Purchaser) and the Purchaser undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies pertaining to the registration of such transfer(s) of the Property. The Purchaser shall, if such separate document of title or strata title is issued before or on the date of auction sale, within thirty (30) days after the full payment of the Balance Sum or, if such separate document of title or strata title is issued after the date of auction sale, forty-five (45) days after the issuance of such separate document of title or strata title, execute and procure the execution of the Memorandum or Memoranda of Transfer in respect thereof and attend to the stamping and presentation of such Memorandum or Memoranda of Transfer for registration at the relevant authorities, failing which the Purchaser shall pay to the Assignee interest at such rate as the Assignee shall determine and to be calculated on a daily basis from the day immediately following the expiry of the said forty-five (45) day-period to the day such execution, stamping and presentation are completed.
- (c) The Purchaser shall be liable to all costs and expenses (including, without limitation, legal fees, stamp duty and registration fees) incidental to the transfer of the Property in the event that the separate document of title or strata title for the Property has been issued.
- (d) The Purchaser undertakes to inform the local authority of the change of ownership and to file the necessary form within fourteen (14) days from the date of stamping of the Assignment.

#### 8.

##### **CONSENT**

##### Application

- (a) The Property is sold subject to the Purchaser applying, at its own costs and expenses, for the approval or consent or confirmation (if any) required from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies (whether in Malaysia or the relevant foreign jurisdictions) to transfer or assign the Property in favour of the Purchaser within thirty (30) days or such extended period as allowed by the Assignee from the date of successful sale, whereby the Purchaser shall forward a copy of the application letter for the said approval or consent or confirmation duly acknowledged receipt by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies to the Assignee's Solicitors and obtain the said approval or consent or confirmation on or before the Completion Date.
- (b) The Purchaser is to comply with all the terms and conditions as imposed by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies as the case may be in granting the said approval or consent or confirmation to transfer or assign the Property to the Purchaser on or before the Completion Date or such period as may be specified by the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies whichever is the earlier.
- (c) All sums or dues whatsoever owing to the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies and all fees, charges and expenses in connection with incidental to or pursuant to the said application for approval or consent or confirmation shall be solely borne and paid by the Purchaser.

- (d) The Purchaser undertakes to keep the Assignee or the Assignee's Solicitors informed at all times of the development and progress of such application for approval or consent or confirmation and shall forward a copy of the approval or consent or confirmation to the Assignee's Solicitors immediately within seven (7) days upon receipt of the same.

**No Consent**

- (e) No warranty is given by the Assignee that any of the abovementioned approval or consent or confirmation can be obtained but in the event of:-
- (a) any of the approval or consent or confirmation not being obtained from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies for reasons not attributable to any act of default or omission by the Purchaser on or before the Completion Date; or
- (b) any of the approval or consent or confirmation from the Developer and/or Proprietor and/or State Authorities and/or other relevant bodies shall be subject to conditions which are not acceptable to the Assignee,

then the Assignee is absolutely entitled to terminate the sale of the Property at its discretion by giving the Purchaser written notice, in which event all monies paid by the Purchaser, including the Deposit, together with the interest (if any) earned thereon, shall be forfeitable by the Assignee, at the Assignee's absolute discretion.

**Restriction-in-Interest**

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 on or before the Completion Date subject to other provisions in these Conditions of Sale.

**Foreign Citizen or Foreign Company**

In the event the Purchaser is a foreign citizen or foreign company, the sale is subject to the Purchaser applying and obtaining at his/her/its own costs the unconditional consent of the Economic Planning Unit, Prime Minister's Department, State Authorities and/or other relevant bodies (if required and whether in Malaysia or the relevant foreign jurisdictions) to the said sale on or before the Completion Date.

**9. PROGRESSIVE/OUTSTANDING PAYMENT**

For Property in which there is/are outstanding progressive payment(s) and/or other outstanding payment(s) due to the Developer:-

- (a) in the event that the Purchaser shall require a loan to enable the completion of the purchase herein, the Purchaser shall notify the Assignee within thirty (30) days from the date of successful sale the details of the loan and the Purchaser's financier ("**Purchaser's Financier**") by providing the Assignee a copy of the letter of offer for financing and on or before the Completion Date, the Purchaser shall cause the Purchaser's Financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Sale and Purchase Agreement in favour of the Developer and such other outstanding payment(s) and to release the Assignee from its original undertaking.
- (b) in the event that the Purchaser shall not require a loan to enable the completion of the purchase herein, on or before the Completion Date, the Purchaser shall procure a bank guarantee (in form and substance acceptable to the Assignee) to pay the balance progressive payment according to the schedule of the Sale and Purchase Agreement in favour of the Developer and such other outstanding payment(s) and to release the Assignee from its original undertaking.
- (c) any outstanding progressive payment, charges, interests and/or penalty imposed as a result of the delay in settlement of the balance progressive payment or caused by the delay in the issuance of a letter of undertaking as stated above shall be solely borne and paid by the Purchaser.

In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee mentioned in the manner and at the times reserved in Clauses 9(a) and (b) above, the Assignee shall be entitled to terminate the sale by a notice in writing to the Purchaser whereupon the Deposit (together with the interest (if any) earned thereon) shall be forfeited by the Assignee and the Property may again be put up for sale at a date and time to be fixed by the Assignee. The costs and expenses incidental to such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee as to the costs and expenses incidental to such resale shall be accepted by the Purchaser as correct and conclusive.

**10. DEFAULT AND TERMINATION**

- (a) In the event that the Property has been sold contrary to or any person bids in contravention of the provisions in Clauses 2 and 3 above, then such sale shall be cancelled and become null and void and of no further effect wherein all monies paid by the Purchaser hitherto including the Deposit (together with the interest (if any) earned thereon) shall, unless otherwise stated, be forfeited to the Assignee absolutely and immediately.
- (b) If the Purchaser defaults in complying with any of these Conditions of Sale or in payment of any sums payable, then the Assignee may (without prejudice to its rights for specific performance) treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event all monies paid by the Purchaser hitherto including the Deposit (together with the interest (if any) earned thereon) shall, unless otherwise stated, be forfeited to the Assignee absolutely and immediately.
- (c) In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court (other than that due to any act of default and/or omission by the Purchaser), then such sale shall be cancelled and become null and void and of no further effect wherein only monies paid by the Purchaser towards the Purchase Price shall be refunded to the Purchaser free of interest.
- (d) If in the meanwhile the Purchaser has entered into possession of the Property, then the Purchaser is liable at own costs to reinstate the Property and thereafter peaceably to yield up vacant possession of the Property to the Assignee within fourteen (14) days from the date of notification of such termination failing which the Purchaser shall pay the Assignee interest at the rate of [10% per annum] on the total Purchase Price calculated on daily basis from the date of such notification to the date of actual delivery of vacant possession and the Assignee reserves its right to take all further necessary steps or actions to recover or resume possession of the Property at the Purchaser's costs and expenses.

In the event the sale is terminated for any reason whatsoever, the Assignee shall not be liable to the Purchaser for the cost of any improvements to the Property carried out by the Purchaser.

The costs to reinstate the Property (if any damage is caused by the Purchaser in possession thereof) or expenses to recover possession of the Property from the Purchaser shall be deducted and set-off against the monies paid herein towards account of the Purchase Price and thereafter in the event there is any residue, the said residue shall be refunded to the Purchaser free of interest or if the monies paid are not sufficient to cover all such costs and expenses, the Purchaser shall then reimburse and pay the balance amount outstanding to the Assignee failing which the Assignee shall be entitled to take all further necessary steps or actions to recover the same.

For this purpose a certificate duly signed by an officer of the Assignee verifying the amount of such costs and expenses shall be accepted by the Purchaser as correct and conclusive. It shall be deemed final and binding upon the Purchaser.

- (e) Subject as aforesaid, the Purchaser shall not be entitled to nor have any or further reimbursements, claims, demands or legal recourses of action or remedies whatsoever in nature and howsoever caused against the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents or any other party on account thereof.
- (f) The Purchaser or the Purchaser's Solicitors shall return or cause to be returned the Assignment or the Memorandum of Transfer and other documents to the Assignee with the Assignee's interest intact PROVIDED ALWAYS THAT if the Assignment or the Memorandum of Transfer has been adjudicated and stamped, the Purchaser or the Purchaser's Solicitors shall surrender the same to the relevant authorities to obtain a refund of the stamp duty paid and for cancellation of the same.
- (g) The Assignee shall be at liberty to put up the Property for sale again at a time, place and reserve price to be fixed by the Assignee at its sole discretion or to dispose of and/or otherwise deal with the Property in whatsoever manner the Assignee shall think fit without further reference to the Purchaser. The costs and expenses incidental to such resale together with any deficiency in the price resulting from the resale or the Purchase Price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser. For this purpose a certificate duly signed by an officer of the Assignee verifying the amount of such costs and expenses shall be accepted by the Purchaser as correct and conclusive. It shall be deemed final and binding upon the Purchaser.

11. **VACANT POSSESSION**
- (a) The Assignee does not undertake to deliver vacant possession of the Property to the Purchaser.
  - (b) The Purchaser after the payment of the Purchase Price in full price together with any accrued interest, costs and expenses thereon, if any, shall at his/her/its own costs and expenses take possession of the Property without any obligation on the part of the Assignee or its agent to give vacant possession.
  - (c) The Purchaser shall take the Property on an "as is where is" basis and shall not require the connection or water, electricity or other utilities thereto nor removal of any rubbish thereat.
  - (d) No warranty is given that the Property can be used for occupation and in the event of circumstances existing which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim a reduction in the Purchase Price or for damages.
12. **SEARCH, ENQUIRY, INVESTIGATION, EXAMINATION AND/OR VERIFICATION**
- (a) The Property is sold on an "as is where is" basis subject to all the necessary inspection, search (including but not limited to the status or title), enquiry (including but not limited to the terms of consent to transfer and/or assignment and outstanding charges), investigation, examination and verification of which the Purchaser is already advised to conduct prior to the auction and which the Purchaser warrants to the Assignee has been conducted by the Purchaser's independent legal advisors at the time of execution or the Memorandum.
  - (b) The intending bidder or the Purchaser is responsible at own costs and expenses to make and shall be deemed to have carried out own search, enquiry, investigation, examination and verification on all liabilities and encumbrances affecting the Property, the title particulars as well as the accuracy and correctness of the particulars and information provided.
  - (c) The Purchaser shall be deemed to purchase the Property in all respects subject thereto and shall also be deemed to have full knowledge of the state and condition of the Property regardless of whether or not the said search, enquiry, investigation, examination and verification have been conducted.
  - (d) The Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction and to have knowledge of all matters which would have been disclosed thereby and the Purchaser expressly warrants to the Assignee that the Purchaser has sought independent legal advice on all matters pertaining to this sale and has been advised by his/her/its independent legal advisor or the effect of all these Conditions of Sale.
  - (e) Neither the Assignee nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or thereto.
13. **SECURITY DOCUMENTS**
- (a) No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Security Documents.
  - (b) The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Security Documents.
  - (c) The Purchaser is treated as buying the Property with full knowledge of the Security Documents whether or not inspection of the Property occurs and shall raise no objection or requisition regarding the contents thereof.
14. **IDENTITY OF PROPERTY**
- (a) The Purchaser shall admit the identity of the Property purchased with that described in the Proclamation of Sale and such other documents such as 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 and with that described in the Security Documents without requiring any further proof.
  - (b) The Purchaser shall accept the area shown in the particulars of the Proclamation of Sale or Conditions of Sale or Memorandum. The Assignee shall not be liable to the Purchaser for any discrepancy(ies) appearing after the sale concerning the identity of the Property purchased or the area shown in the particulars of the Conditions of Sale.
  - (c) Any error, misstatement, omission or misdescription of the Property in the Proclamation of Sale and the documents referred to in Clause 14(a) above shall not annul the sale, nor shall any compensation be allowed therefor.
15. **CONDITION OF PROPERTY**
- (a) The Assignee makes no representation as to the ownership of furniture, fittings, fixtures, appliances, collectibles, assets of a business, trade inventories, supplies etc situated at the Property which items may be on hire purchase, lease, deferred sale or assignment from third party. 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.
  - (b) No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the Property complies with any relevant building by-laws or legislation. The fact (if such be the case) that the Property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
  - (c) All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the Property in the state and condition in which the Property is at the date of the auction sale.
  - (d) The Assignee has no notice or knowledge of any encroachment or that the Government or any other authority has any immediate intention of acquiring the whole or any part of the Property for roads or any other 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 or shall any abatement or compensation be allowed in respect thereof.
16. **RESTRICTIVE COVENANTS**
- (a) The Property is believed and shall be taken to be correctly described and is sold subject to:-
    - (i) all existing easement, public and private right or way, support, drainage, light and all other rights or other incidents (if any), lease, tenancy, occupier, encroachment, trespass, nuisance, charge, lien, caveat, previous sale and purchase, previous assignment, covenant, common right and liability (including but not limited to liability to local authorities incurred but not ascertained and any rate made but not demanded), express and implied condition, restriction-in-interest and encumbrances subsisting thereon or there over without any obligation arising for the Assignee to define the same respectively; and
    - (ii) any notice or knowledge of acquisition proceedings, encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the Property for road, back lane or other improvement scheme whatever affecting the same.
  - (b) The Purchaser shall be deemed to have full knowledge of the nature and effect thereof and shall make no objection or requisition in respect thereof.
17. **REPRESENTATION/WARRANTY**
- (a) All statements contained herein or made in the Proclamation of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents.
  - (b) Such statements are statements or opinions and are not to be taken or relied upon as or implying a statement or representation of fact and any intending bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements.
  - (c) Neither the Assignee, the Assignee's Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the Property.
  - (d) No error, mis-statement, mis-description, omission or the existence of and/or intention for encroachment or acquisition shall annul the sale nor shall any abatement or compensation be allowed in respect thereof.

**18. EXCLUSION OF LIABILITY**

Unless expressly provided herein, the Assignee, the Assignee's Solicitors, the Auctioneer or their respective servants or agents shall under no circumstances be liable to any bidder or the Purchaser including but not limited to breach or contract, loss of profit or earnings or goodwill, any liability in tort in relation to any matter, thing, issue or dispute arising out of in connection with or in respect of the sale of the Property whatsoever and howsoever caused or arising.

**19. RISK OF THE PROPERTY**

- (a) Upon the fall of the hammer all risks of the Property as regards to any loss, damage or depreciation thereof arising of whatsoever nature or howsoever occurring (including by fire or other accidents, state of cultivation, non-occupation or otherwise) shall pass to the Purchaser.
- (b) The Purchaser shall at his/her/its own costs insure the Property against damage by fire, usual perils, other accidents, state of cultivation, non-occupation or otherwise.

**20. ADVICE**

- (a) The Purchaser hereby confirms and represents to the Assignee that the Purchaser has sought, obtained and relied upon his/her/its own independent advice and judgment and has not relied upon any representation, statement or advice from the Assignee and/or the Assignee's agents, officers or Solicitors.
- (b) The Purchaser is advised to appoint solicitors to act on his/her/its behalf and in the event no solicitors is appointed by the Purchaser, the Purchaser is deemed to have elected not to be represented in this sale.

**21. DISPUTE**

- (a) In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
- (b) Notwithstanding the above, the Assignor still reserves all its rights to refer any unresolved dispute or claim to the proper forum.

**22. GOVERNING LAW AND JURSDICTION**

- (a) The auction and any resulting contract for sale of the Property on the terms stated in these Conditions of Sale shall be governed and construed in accordance with the laws of Malaysia and any dispute arising shall be referred to the Courts of Malaysia for determination.
- (b) The Courts of Malaysia shall exercise exclusive jurisdiction over such dispute PROVIDED ALWAYS that the Assignee may in its absolute discretion be entitled to waive this right and submit to the jurisdiction of the courts of the country in which the bidder or Purchaser is resident.

**23. TIME OF THE ESSENCE**

Time wherever mentioned herein shall be of the essence.

**24. SEVERABILITY**

If any provision, term, condition, stipulation, covenant or undertaking of these Conditions of Sale is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provision, term, condition, stipulation, covenant or undertaking hereof.

**25. SERVICE**

- (a) Any notice, request or demand required to be served on any party hereto shall be in writing and shall be deemed to be sufficiently served:-
  - (i) if it is delivered personally to the address of the party provided pursuant to these Conditions of Sale or at the designated branch of the Assignee as stipulated herein; or
  - (ii) if it is sent by prepaid registered post to the address of the party provided pursuant to these Conditions of Sale or by AR Registered Post to the designated branch of the Assignee as stipulated herein;and such notice, request or demand shall be deemed to have been received:-
  - (iii) if delivered personally at the time given by hand or courier; or
  - (iv) if sent by prepaid registered post after three (3) days of posting; or
  - (v) if sent by AR Registered Post upon actual receipt.
- (b) Any legal process issued may be served on any party in the same manner stipulated for the service of notice, request or demand and such legal process shall be deemed served in the same manner as for the notice, request or demand.

**26. GENERAL**

- (a) No objection or requisition shall be raised as to the loss of the original(s), the failure to stamp documents, insufficiency of stamp duty paid thereon or the failure to register any instruments.
- (b) In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars of the Proclamation of Sale or Conditions of Sale or Memorandum herein, the English version shall prevail.
- (c) The headings are for ease of reference only and shall not be construed as forming part of these Conditions of Sale.
- (d) The Proclamation of Sale, Conditions of Sale and Memorandum are to be read together.
- (e) Where the Purchaser comprises two or more persons, firms or corporations, their obligations and liabilities shall be joint and several.
- (f) The singular includes the plural and vice versa and words importing one gender only include all other genders.

**27. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES, ETC.**

- (a) For the purposes of this Clause:-
  - "Tax" means 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 Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
  - "Appropriate Authority" means any government or taxing authority.
- (b) The Purchase Price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid by the Purchaser without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- (c) In the event the Purchaser is required by law to make any deduction or withholding from the Purchase Price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net Purchase Price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.
- (d) The Purchaser shall in addition to the Purchase Price and all other monies payable pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, and such Tax shall be paid in full by the Purchaser together with the payment of the amount on which such Tax is payable and in any event within [seven (7) days] after the date of the Purchaser's receipt of the relevant tax invoice from the Assignee, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority.
- (e) If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.



- (f) All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.
- (g) The Purchaser hereby agrees to do all things reasonably requested by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.
- (h) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this Clause on account of Tax.
- (i) For the purpose of these proceedings, the Solicitors for the Assignee are acting solely for the Assignee and are therefore not obliged to advise the Purchaser (including the filing of returns under the provisions of the Real Property Gains Tax Act 1976).

**28. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**

The Purchaser shall not without the written consent of the Assignee, the Developer and/or Proprietor and/or other relevant authorities be entitled to assign his/her/its rights, title, interest and benefits under the contract of sale made pursuant hereto or the principal Sale and Purchase Agreement entered into between the Developer and/or Proprietor of the Property and the Assignor or the original purchaser(s) when the Assignor is not the original purchaser of the Property before the Property has been duly assigned or transferred to him by the Assignee. The Assignee's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

**29. PROCLAMATION OF SALE, CONDITIONS OF SALE AND MEMORANDUM OF SALE**

All contents in the Proclamation of Sale and these Conditions of Sale are to be read together and shall be part of the Memorandum.