

PROCLAMATION OF SALE
IN THE MATTER OF THE FACILITIES AGREEMENT, ASSIGNMENT (3RD PARTY)
AND POWER OF ATTORNEY ALL DATED THE 28TH DAY OF APRIL, 2005

BETWEEN

OCBC BANK (MALAYSIA) BERHAD [295400-W]

ASSIGNEE

AND

CHONG HON WAI [NRIC No. 701028-06-5079/A1720089]

BORROWER

AND

CHONG HON WAI [NRIC No. 701028-06-5079/A1720089]
YAP SIAO SHIA [NRIC No. 791219-01-5666]

ASSIGNORS

In exercise of the rights and powers conferred upon the Assignee under the **Facilities Agreement, Assignment (3rd Party) And Power of Attorney all dated the 28th day of April, 2005** ("the Said Agreements"), entered into between the the Assignors, the Borrower and the said Assignee, in respect of the **Sale And Purchase Agreement between Sunway Semenyih Sdn. Bhd. (the Vendor) and Chong Hon Wai & Yap Siao Shia (the Purchasers) dated the 4th day of February, 2005** it is hereby proclaimed that the said Assignee with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY
PUBLIC AUCTION
ON THURSDAY, THE 15TH DAY OF AUGUST, 2019
AT 10.30 A.M. IN THE MORNING
AT THE AUCTION CENTRE
NO. 1-3, 1ST FLOOR, JALAN AMPANG, 50450 KUALA LUMPUR

NOTE: Prospective bidders are advised to: (i) inspect the subject property and check on the issuance of separate title (ii) seek legal advice on the Conditions of Sale herein (iii) conduct official search on the parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer and/or other relevant authorities on the 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.

PARTICULARS OF PROPERTY:-

INDIVIDUAL TITLE NO AND LOT NO : GRN 154838 Lot 24164

MUKIM / DISTRICT / STATE : Semenyih / Ulu Langat / Selangor Darul Ehsan

TENURE : Freehold

LAND AREA : Approximately 134 square metres (1,442 square feet)

CATEGORY OF LAND USE : Bangunan

EXPRESS CONDITION : Bangunan kediaman

DEVELOPER/VENDOR : Sunway Semenyih Sdn. Bhd. (395056-T)

ENCUMBRANCE

: Assigned to **OCBC Bank (Malaysia) Berhad** 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 located onto the north-eastern side of Jalan Sunway 1/6, Bandar Sunway Semenyih, Selangor Darul Ehsan. It is located approximately 10 kilometres to the east and 31 kilometres to the south east of Jalan Kajang Town and Kuala Lumpur City centre respectively.

The subject property comprises of a **double storey end lot terrace house** identified as Developer's Parcel No: Lot No. R17, Phase 2B, Bandar Sunway Semenyih and bearing postal address of **No. 17, Jalan Sunway 1/6, Bandar Sunway Semenyih, 43500 Semenyih, Selangor Darul Ehsan.**

RESERVE PRICE

The property will be sold on an "**as is where is basis**" and subject to a reserve price of **RM372,600.00 (RINGGIT MALAYSIA THREE HUNDRED SEVENTY TWO THOUSAND AND SIX HUNDRED ONLY)** only and 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 Developer and other relevant authorities, if any is required, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authority. All expenses incurred in obtaining the said consent shall be borne by the Purchaser. **Any arrears of quit rent, assessment, service/maintenance charges, sinking fund including the late penalty interest (if any) which may be lawfully due to any relevant authority or the Developer up to the date of successful sale of the subject property shall be deducted from the purchase money.** The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser and shall also bear all risks in relation to the purchase of the property.

All intending bidders are required to deposit **10%** of the fixed reserve price by **bank draft** or **cashier's order** only in favour of **OCBC BANK (MALAYSIA) BERHAD** prior to the sale with the undermentioned Auctioneer and the balance purchase money to be settled within **one hundred and twenty (120) days** from the date of auction sale to **OCBC BANK (MALAYSIA) BERHAD**.

To get a copy of the Conditions of Sale and any further particulars, please contact **Messrs Yong dan Rakan-Rakan**, Solicitors for the Assignee herein whose address is No. 12-1, 1st Floor, Jalan Tiara 2D/KU1, Bandar Baru Klang, 41150 Klang, Selangor Darul Ehsan. [Ref No: OCBC(COD)/AM/31833/2019/G, Tel No. 03-33427207] or the undermentioned Auctioneer at the address below.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Ground Floor, No. 1, Jalan Ampang
50450 Kuala Lumpur
Tel: 03- 20702226 & 20788590
Our ref: PAH/27376(4)/8/2019(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, PENYERAHANHAK (PIHAK KETIGA) DAN SURAT KUASA WAKIL KESEMUANYA YANG BERTARIKH 28 HARIBULAN APRIL, 2005

ANTARA

OCBC BANK (MALAYSIA) BERHAD [295400-W]

PIHAK PEMEGANG SERAHHAK

DAN

CHONG HON WAI [No. K/P: 701028-06-5079/A1720089]

PIHAK PEMINJAM

DAN

CHONG HON WAI [No. K/P: 701028-06-5079/A1720089]

YAP SIAO SHIA [No. K/P: 791219-01-5666]

PIHAK PENYERAHHAK

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dibawah **Perjanjian Kemudahan, Penyerahanhak (Pihak Ketiga) Dan Surat Kuasa Wakil kesemuanya yang bertarikh 28 haribulan April, 2005** selepas ini dirujuk sebagai 'Perjanjian Tersebut' diantara Pihak Pemegang Serahhak, Pihak Peminjam dan Pihak Penyerahhak dan berkenaan dengan **Perjanjian Jual Beli di antara Sunway Semenyih Sdn. Bhd. (Pihak Penjual) dan Chong Hon Wai & Yap Siao Shia (Pihak Pembeli) yang bertarikh 4 haribulan Februari, 2005** adalah dengan ini diisytiharkan bahawa Pemegang Serah Hak dengan dibantu oleh Pelelong yang tersebut di bawah

AKAN MENJUAL HARTANAH YANG DIHURAIKAN DI BAWAH SECARA

LELONGAN AWAM

PADA HARI KHAMIS, 15 HARIBULAN OGOS, 2019

PADA PUKUL 10.30 PAGI

DI PUSAT LELONG

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

NOTA: Bakal-bakal pembeli adalah dinasihatkan: (i) agar memeriksa harta tersebut (ii) meminta nasihat daripada Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik induk secara rasmi di Pejabat Tanah dan (iv) serta membuat pertanyaan dengan Pihak Pemaju dan/atau pihak-pihak lain yang berkenaan mengenai persetujuan untuk jualan ini sebelum jualan lelong. Pembeli yang berjaya akan bertanggungjawab untuk mendapatkan kebenaran untuk pindahmilik (jika ada) selepas jualan daripada Pihak Pemaju dan/atau pihak-pihak lain yang berkenaan.

BUTIR- BUTIR HAKMILIK:-

NO. HAKMILIK INDIVIDU DAN NO. LOT : GRN 154838 Lot 24164

MUKIM / DAERAH / NEGERI : Semenyih / Ulu Langat / Selangor Darul Ehsan

PEGANGAN : Kekal

KELUASAN TANAH : Lebih kurang 134 meter persegi (1,442 kaki persegi)

KATEGORI KEGUNAAN TANAH : Bangunan

SYARAT NYATA : Bangunan kediaman

PEMAJU/PENJUAL : Sunway Semenyih Sdn. Bhd. (395056-T)

BEBANAN

: Serahhak kepada **OCBC Bank (Malaysia) Berhad** mengikut Perjanjian-Perjanjian Tersebut dan tertakluk kepada semua easemen, pajakan, sewaan, penghuni, gadaian, kaveat, perjanjian jual-beli yang lama, serahhak yang lama, perjanjian rasmi dan juga semua liabiliti.

LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak di sebelah timur laut di Jalan Sunway 1/6, Bandar Sunway Semenyih, Selangor Darul Ehsan. Ia terletak kira-kira 10 kilometer disebelah timur dan 31 kilometer disebelah tenggara Bandar Kajang dan Pusat Bandaraya Kuala Lumpur masing-masing.

Hartanah tersebut adalah **sebuah rumah teres dua (2) Tingkat (lot hujung)** yang dikenali sebagai No. Parsel Pemaju: Lot No. R17, Fasa 2B, Bandar Sunway Semenyih dan beralamat di **No. 17, Jalan Sunway 1/6, Bandar Sunway Semenyih, 43500 Semenyih, Selangor Darul Ehsan.**

HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sediaada" dan tertakluk kepada satu harga rizab sebanyak **RM372,600.00 (RINGGIT MALAYSIA TIGA RATUS TUJUH PULUH DUA RIBU DAN ENAM RATUS SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dan dengan cara Penyerahhakan dari Pemegang Serahhak yang tersebut di atas dan tertakluk kepada Pembeli memperoleh kebenaran daripada Pihak Pemaju dan lain-lain Pihak Berkuasa yang berkenaan, sekiranya diperlukan, termasuk segala terma, syarat-syarat, stipulasi dan waad yang mungkin akan dikenakan oleh Pihak Pemaju dan lain-lain Pihak Berkuasa yang berkenaan. Segala kos dan perbelanjaan untuk memperoleh kebenaran tersebut adalah ditanggung oleh Pembeli. **Segala tunggakan cukai tanah, cukai taksiran, caj penyenggaraan dan dana terikat termasuk kadar penalti kelewatan (jika ada)** yang mungkin terhutang kepada mana-mana Pihak Berkuasa yang berkenaan atau Pihak Pemaju sehingga ke tarikh penjualan hartanah tersebut akan dibayar daripada harga pembelian. Pembeli perlu menanggung dan membayar segala kos dan perbelanjaan termasuk kos guaman, duti stamp dan kos pendaftaran yang berkaitan dengan Penyerahhakan dan segala dokumen yang perlu untuk memindah milik atau menyerah hak benefisial hartanah tersebut kepada Pembeli dan segala risiko yang berhubung dengan pembelian hartanah tersebut adalah ditanggung oleh Pembeli.

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit 10% daripada harga rizab dalam bentuk bank draf atau kasyier order sahaja di atas nama **OCBC BANK (MALAYSIA) BERHAD** sebelum jualan lelongan dimulakan kepada Pelelong dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh satu ratus dua puluh (120) hari dari tarikh jualan kepada **OCBC BANK (MALAYSIA) BERHAD**.

UNTUK MENDAPATKAN SALINAN SYARAT-SYARAT JUALAN DAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan Yong dan Rakan-Rakan**, yang beralamat di No. 12-1, Tingkat 1, Jalan Tiara 2D/KU1, Bandar Baru Klang, 41150 Klang, Selangor Darul Ehsan. [No. Ruj: OCBC(COD)/AM/31833/2019/G, No. Tal: 03-33427207], Peguamcara bagi Pihak Pemegang Serahhak atau Pelelong yang tersebut di bawah.

PROPERTY AUCTION HOUSE SDN BHD (187793X)

Tingkat Bawah, No. 1, Jalan Ampang
50450 Kuala Lumpur
Tel: 03- 20702226 & 20788590
Ruj kami: PAH/27376(4)/8/2019(LA)
Email: main@auctions.com.my
Website: www.auctions.com.my

PATRICK WONG KOON MENG
DANNY T.F.LOH
JEFFREY C.K. CHOONG
Pelelong Berlesen

CONDITIONS OF SALE

1. Assignee's power of sale

This sale is made by **OCBC Bank (Malaysia) Berhad** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by the **Facilities Agreement, Assignment (3rd Party) And Power of Attorney all dated the 28th day of April, 2005** executed by **Chong Hon Wai** ("the Borrower) and **Chong Hon Wai & Yap Siao Shia** ("the Assignors") subject to all liabilities and obligations pertaining to the property.

Tracing of ownership or the chose in action to the property shall be made by reference to the principal sale and purchase agreement, deeds, instruments, contracts, or related documents listed in the Schedule hereto ("Related Documents") in the possession of the Assignee notwithstanding (if such be the case) that separate document of title or strata title for the property may have been issued by the relevant authorities.

2. Bidding

Subject to these Conditions, the highest bidder (being so determined by the Auctioneer) shall be the Purchaser. The Auctioneer may refuse any bid or bids without giving any reasons. No bid shall be withdrawn or be less than the last previous bid. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid. The Auctioneer shall have the absolute right to withdraw the property at any time before the fall of the hammer, and either after or without declaring the reserve price. If any dispute shall arise as to a bidding the Auctioneer's decision shall be final and conclusive.

3. Purchase by Assignee

The Assignee reserves the right to bid for the property whether by itself or its agent or the Auctioneer (without payment of any deposit whatsoever). In the event the Assignee is declared the Purchaser, then the purchase price or so much as is applicable shall be set off against the indebtedness owing to the Assignee under the loan and security documentation on the date of sale, plus costs and expenses for the sale or incidental thereto.

4. Withdrawal of Bid

Any bidder who makes a bid but withdraws same before the fall of the hammer, shall have their deposit equal to 10% of reserve price forfeited as agreed liquidated damages for payment to the Assignee. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.

5. Prior to the auction:

- a. the Assignee and/or the Auctioneer reserves the absolute right at any time to vary, alter or add to the Particulars and/or the Conditions of Sale;
- b. all intending bidders (with exception of the Assignee) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD** failing which they shall not be entitled to bid;
- c. any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgement by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which the bidder shall be deemed to contract in his own name and not as agent for another;
- d. all intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which they shall not be entitled to bid;
- e. **for Bumiputra lot, only Bumiputra is allowed to bid.**

6. Sale

The successful bidder (except where the Assignee is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum ("the Memorandum"), and **before 12.00 p.m. on the same day deposit with the Auctioneer further sums by way of bank draft, or cashier's order crossed "A/C PAYEE ONLY" made payable to OCBC BANK (MALAYSIA) BERHAD** which sums plus the monies deposited pursuant to Condition 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheque is dishonored on presentation then Condition 8 shall take effect. The Auctioneer reserves the right to hold the Memorandum and not deliver the same to the Purchaser until all the cheques for the actual deposit have been cleared.

7. Completion

- a. Within **120 days** from the date of the auction sale ("Payment Due Date"), the Purchaser shall deposit with the solicitors appointed by the Assignee simultaneously:
 - i. a sum equivalent to 90% of the successful bid ("Balance Sum") by way of bank draft or cashier's order crossed "A/C PAYEE ONLY" made payable to **OCBC BANK (MALAYSIA) BERHAD**. The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which the deficiency shall be recoverable from the Purchaser; and
 - ii. a copy of the requisite consents of the Developer, Proprietor and/or State Authorities or relevant bodies approving the sale in favour of the Purchaser, if necessary, subject firstly to the Assignee being satisfied with the conditions if any imposed (otherwise the Assignee may terminate the sale under Clause 9)

then the Assignee will execute an assignment (in form and substance acceptable to the Assignee) and deliver up the Related Documents to the Purchaser, but such sale and assignment of the chose in action shall be prepared by and at the expense of the Purchaser. 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.

- b. If the separate document of title or strata title for the property has been issued whether before, on or after the date of the auction sale, the Assignee shall not be required to register its charge(s) nor to procure a transfer in Form 14A as prescribed by the National Land Code, 1965 in favour of the Purchaser from the Developer or the Proprietor (as the case may be). The transfer of the Property from the Developer or Proprietor (as the case may be) shall be procured and prepared by the Purchaser at the Purchaser's expense who undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the property.
- c. Any arrears of quit rent, assessment, service/maintenance charges, sinking fund including the late penalty interest (if any) which may be lawfully due to any relevant authority or the Developer up to the date of successful sale of the subject property shall be deducted from the purchase money upon receipt of the Balance Sum, provided that the Assignee is in receipt of the itemized billing for quit rent, assessment bills issued by the relevant authority and the Developer's invoice/statement of account from the Purchaser within **ninety (90) days** from the date of sale. For avoidance of doubt, in the event such invoices and/or itemized billings are not submitted within the stipulated **ninety (90) days** from the auction date, any subsequent claims made thereunder will not be entertained by the Assignee and the same shall be borne by the Purchaser solely. All other charges as at the date of auction sale not specific in Clause 7(c) (including but not limited to water bills, electric bills, sewerage charges, telephone bills and/or other monies whatsoever outstanding to the Developer and/or other authority/parties) shall not be borne by the Assignee. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- d. The Purchaser is responsible to make his own enquiries on all liabilities and encumbrances affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he makes any enquiry and 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.
- e. The stamp duty and registration fee for the Memorandum, the Assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

8. Default

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee may (without prejudice to their 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 10% of the successful bid deposited with the Assignee shall be forfeited absolutely to the Assignee as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee shall be entitled to put up the property for re-sale again.

9. Consents

- a The Property is sold subject to the Purchaser at own costs undertaking to apply for and obtain the consents (if any) required from the Developer and/or the Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Developer and/or Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of the progress of such applications. No warranty is given by the Assignee that any of the consents can be obtained, but in the event of :
- (i) any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies (for reasons not attributable to any act of default or omission by the Purchaser) on expiry of the time period prescribed for completion herein; or
 - (ii) any of the consents from the Developer and/or Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee in its absolute discretion; or
 - (iii) the sale herein being set aside for any reason whatsoever by the Assignee or by an Order of Court;**

then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- (1) if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within [14] days upon service of the notice terminating the sale; and
- (2) the costs/expenses reasonably incurred by the Assignee in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee, their solicitors or the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

- b. In the event of any of the consents not being obtained from the Developer and/or Proprietor and/or State Authorities or other relevant bodies, on expiry of the time period prescribed for completion herein, due to reasons attributable to any act of default or omission by the Purchaser or non-fulfillment by the Purchaser of any requirements imposed on the purchase of low or low-medium cost property, the Assignee shall be entitled, at its absolute discretion, to treat such default as a repudiation of the contract and terminate the sale by giving the Purchaser written notice thereof, in which event 10% of the successful bid deposited with the Assignee shall be forfeited absolutely to the Assignee as agreed liquidated damages and the Purchaser shall have no claims whatsoever against the Assignee, their solicitors or the Auctioneer in relation to the sale being terminated as aforesaid. The Assignee shall be entitled to put up the property for re-sale again.

10. General

- a. The Purchaser is treated as buying with full knowledge of the Related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised as to loss of the original(s), or the failure to stamp documents or insufficient duty paid thereon, or the failure to register any instruments.
- b. The property is sold without vacant possession, thereby 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 price or for damages. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the purchase price in full together with any accrued interest thereon, if any, shall at his own cost and expense take possession of the property.

- c. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interests, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee to define the same respectively and the Assignee shall not be liable for any error, misstatement, omission or misdescription discovered in the contract and these shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property regardless whether he had inspected the property.
- d. The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and 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.
- e. The Purchaser shall be deemed to have inspected and investigated the condition of the property as is where is and shall raise no requisition or objection thereon or thereto. 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 Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. 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.
- f. Upon the fall of the hammer. all risks of the property shall pass to the Purchaser who shall at his own costs insure same against damage by fire and usual perils. Subject to section 7(C) above all quit rent, taxes, rates, assessment, fees, bills, charges and outgoings shall be apportioned as at the date of successful sale of the property to the Purchaser. The Purchaser shall bear all such charges with effect from the date immediately following the date of successful sale of the property to the Purchaser.
- g. 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.
- h. All statements contained herein are made without responsibility on the part of the Auctioneers or the Assignee and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
- i. The Assignee does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
- j. The Purchaser shall appoint his own legal counsel and advisors for purposes of all searches and enquiries normally made by prudent purchaser and to have knowledge of all matters which would have been disclosed thereby.
- k. Time wherever mentioned in these Conditions, shall be of the essence of contract.
- l. Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
- m. In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
- n. The Assignee shall be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.

SCHEDULE OF RELATED DOCUMENTS

No.	Date	Description
1.	04.02.2005	Sale And Purchase Agreement between Sunway Semenyih Sdn. Bhd. ("the Vendor") And Chong Hon Wai & Yap Siao Shia ("the Purchasers")
2.	28.04.2005	Assignment (3 rd Party) between Chong Hon Wai & Yap Siao Shia ("the Assignors") And OCBC Bank (Malaysia) Berhad ("the Bank")
3.	28.04.2005	Power of Attorney between Chong Hon Wai & Yap Siao Shia ("the Donors") And OCBC Bank (Malaysia) Berhad ("the Bank")