

# AUCTION SALE

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

WILL SELL BY

## PUBLIC AUCTION

ON TUESDAY, THE 7TH DAY OF JUNE, 2022

AT 3.30 P.M. IN THE AFTERNOON

AT THE AUCTION CENTRE

GROUND FLOOR, NO. 1, JALAN AMPANG, 50450 KUALA LUMPUR

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

### PARTICULARS OF TITLE

<b>TITLE/LOT NO:</b>	Grant 115371 Lot 9350, Mukim of Seremban, District of Seremban, State of Negeri Sembilan Darul Khusus
<b>TENURE:</b>	Freehold
<b>LAND AREA:</b>	Approximately 4,557 square metres
<b>VENDOR (DEVELOPER):</b>	Not stated
<b>PROPRIETOR:</b>	Not stated
<b>ENCUMBRANCES:</b>	Not stated
<b>CATEGORY OF LAND USE:</b>	Building
<b>EXPRESS CONDITIONS:</b>	Tanah ini hendaklah digunakan untuk bangunan kediaman sahaja
<b>RESTRICTION-IN-INTEREST:</b>	Not stated

### **LOCATION AND DESCRIPTION OF THE PROPERTY:**

The subject property is a **bungalow land** bearing postal address of Lot 9150, Taman Bukit Sapphire, 70200 Seremban, Negeri Sembilan Darul Khusus.

### **RESERVE PRICE:**

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM960,000.00 (RINGGIT MALAYSIA NINE HUNDRED AND SIXTY THOUSAND ONLY)** and subject to the Terms and Conditions of Sale which can be obtained from the undermentioned Auctioneer.

All intending bidders are required to deposit 10% of the fixed reserve price for the said property by **Bank Draft or Cashier's Order** in favour of **Property Auction House Sdn Bhd** on the day of auction sale.

For further information please refer to **Messrs Azri, Lee Swee Seng & Co.** at Unit 210, Level 2, Block A, Pusat Dagangan Phileo Damansara 2, Jalan 16/11, Off Jalan Damansara,, 46350 Petaling Jaya, Selangor. (Tel: 03-79323663 Fax: 03-79323098) or the undermentioned Licensed Auctioneer.

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

Ground Floor, No. 1, Jalan Ampang

50450 Kuala Lumpur

Tel: 03-20702226 & 20788590

Our ref: PAH/33284/5/2022(PS)

Email: [main@auctions.com.my](mailto:main@auctions.com.my)

Website: [www.auctions.com.my](http://www.auctions.com.my)

**PATRICK K.M.WONG**

**DANNY T.F. LOH**

**JEFFREY C.K. CHOONG**

Licensed Auctioneers

# CONDITIONS OF SALE

1. This sale is made by the **Registered Owner of the Property** (“the Owner”) and **Property Auction House Sdn Bhd (Company No. 187793-X)** (“the Company”) and the Auctioneer acts on behalf of the Owner in putting up the Property for sale by public auction.
2. The Property is to be sold free from encumbrances and with vacant possession.
3. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the successful bidder (“the Purchaser”) but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal and to withdraw, postpone and call off the auction sale at any time prior to the fall of the hammer without giving any reasons. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the auction sale. In the case of any dispute as to any bid, the Auctioneer may forthwith determine the dispute or put the Property up again for sale or declare the Property sold at the last undisputed bid or withdraw the Property from the auction.
4. No bid shall be less than the previous bid and the reserve price and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of **10%** of the reserve price shall be forfeited to the Owner and the Property shall at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date.
5. All intending bidders are required to deposit with the Auctioneer 10% of the fixed reserve price for the Property by **bank draft or cashier’s order only** in favour of **Property Auction House Sdn Bhd** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he is acting on behalf of another person, body corporate or firm and he is authorised to sign all the necessary documents. For Bumiputra lots, only Bumiputra are allowed to bid and act for and on behalf of the bidder. All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid. A person who has not reached the age of majority as defined under the Age of Majority Act 1971 (Act 21) (which is 18 years of age) as at the date of the auction sale or an undischarged bankrupt shall not be permitted to bid in his personal capacity at the auction sale.
6. Immediately after the fall of the hammer, the Purchaser shall pay to the Auctioneer, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to **10%** of the successful bid (the total amount of the successful bid is hereafter referred to as “the Purchase Price”) either in **cash or by bank draft/cashier’s order** which sum together with the sum paid earlier under Clause 5 hereof as payment of deposit and towards part payment of the Purchase Price (“the Deposit”) and shall sign the Sale Contract at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be held by the Auctioneer subject to the provisions of Clause 7.
7. In the event that the Purchaser fails to pay the Deposit or fails to sign the Sale Contract, the deposit paid pursuant to Clause 5 or Clauses 5 and 6 herein as the case may be, shall be forfeited by the Owner and the Property may be put up for sale again at a time to be fixed by the Owner.
8. The balance of the purchase price (“Balance Purchase Price”) shall be paid in full by the Purchaser to the Owner’s Solicitors (if the Owner is represented) or to the Purchaser’s Solicitors (if the Owner chooses not to be represented) **within 90 days from the date of the auction sale or 90 days from the date of receipt of the State Authority’s consent to the transfer of the Property to the Purchaser (“State Consent”) whichever shall be the later (“Payment Date”).**
9. In the event that the Purchaser shall fail to pay the Balance Purchase Price by the Payment Date, the Purchaser is automatically granted an extension of 30 days from the Payment Date (“Extended Payment Date”) to pay the Balance Purchase Price, provided that the Purchaser shall pay interest on the sum remaining unpaid at the rate of 8% per annum calculated from the day falling immediately after the Payment Date until the actual date of payment, such interest to be paid together with the payment of the Balance Purchase Price.
10. In the event that the Purchaser shall fail to pay the Balance Purchase Price (together with interest if applicable) by the Extended Payment Date, the Sale Contract herein shall be deemed to be terminated and the Deposit shall be forfeited by the Owner as agreed liquidated damages and thereafter the Owner shall be at liberty to deal with the Property in such manner as the Owner shall deem fit.

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

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

