

PROCLAMATION OF SALE
IN THE MATTER OF THE LOAN AGREEMENT CUM ASSIGNMENT AND POWER OF ATTORNEY
BOTH DATED THE 14TH DAY OF OCTOBER 2011

BETWEEN

UNITED OVERSEAS BANK (MALAYSIA) BHD [271809-K] ASSIGNEE/BANK

AND

TOH YONG MENG, BANKRUPT [NRIC No. 650925-01-5699/A0240959] ASSIGNOR

In exercise of the rights and powers conferred upon the Assignee/Bank under the Loan Assignment Cum Assignment And Power of Attorney both dated the 14th day of October 2011 entered into between the Assignor and the Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL BY
PUBLIC AUCTION
ON WEDNESDAY, THE 20TH DAY OF DECEMBER, 2017
AT 3.00 P.M IN THE AFTERNOON
AT THE AUCTION ROOM
NO. 1-3, 1ST FLOOR, JALAN AMPANG, 50450 KUALA LUMPUR

NOTE:

All intending bidders are advised to do the following prior to the auction sale:-

- 1) inspect the subject property;
- 2) obtain a copy of the Conditions of Sale and seek independent legal advice on the Conditions of Sale;
- 3) conduct an official title search at the relevant Land Office and/or other relevant authorities;
- 4) make the necessary enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein; and
- 5) check and verify whether this sale is subject to any tax liability under the Goods and Services Tax Act 2014 ("GST Act")

The successful bidder shall be responsible to obtain the consent of the Developer for direct transfer if individual/strata title has been issued

PARTICULARS OF TITLE

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

MASTER TITLE/LOT NO:	P.N. 22379 Lot 70320, Mukim of Sungai Buloh, District of Petaling, State of Selangor Darul Ehsan
DEVELOPER'S PARCEL NO:	C-8-16, Level No. 8, Building No. C, Park Avenue Office Damansara Damai together with Accessory Car Parking Parcel No. 78, Storey No. Level 6
FLOOR AREA: (Unit)	approximately 811 square feet
VENDOR (DEVELOPER):	Medan Prestasi Sdn.Bhd
ENCUMBRANCE:	Assigned to United Overseas Bank (Malaysia) Bhd
TENURE:	Leasehold

LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is an office lot bearing postal address of No. C-8-16, Block C, Park Avenue Office, No. 5 Jalan PJU 10/1, Damansara Damai, 47830 Petaling Jaya, Selangor Darul Ehsan.

RESERVE PRICE:

The subject property will be sold on an "as is where is basis" and subject to a reserve price of **RM57,000.00 (RINGGIT MALAYSIA FIFTY SEVEN THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authorities. **Any arrears of quit rent, assessments and service or maintenance charges** which may be lawfully due to any relevant authority or the Developer up to the date of auction sale of the property shall be paid out of the purchase money upon receipt of full purchase price. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne by the successful Purchaser.

GOODS AND SERVICE TAX

The sale of the subject property may be subject to the payment of goods and service tax or other taxes or levies. The Purchaser is liable to pay for any goods and services tax or other taxes or levies which as at the date of the auction sale of the property or at any date subsequent to the auction sale of the property, is required by law (including the Goods and Services Tax Act 2014) or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines decisions or directives) to be paid to any body or authority having jurisdiction over the Assignee/Bank, in respect of any moneys charged or incurred by the Assignee/Bank in relation to the sale of the property to the Purchaser.

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 **UOBM for TOH YONG MENG or vide Credit Card (Master/Visa) (as per Clause 5 of the Conditions of Sale)** on the day of auction sale. **For payment via Credit Card a surcharge of 2.5% shall be imposed.** The balance of the purchase money and the goods and service tax (if applicable) shall be paid by the Purchaser within **one hundred and twenty (120) days** from the date of auction sale to **UNITED OVERSEAS BANK (MALAYSIA) BHD via Real Time Electronics Transfer of Funds and Securities (RENTAS).**

FOR FURTHER PARTICULARS, please contact **M/S Sidek Teoh Wong & Dennis**, of Level 32, Menara TH Perdana, 1001, Jalan Sultan Ismail, 50250 Kuala Lumpur [Ref No. JCS/UOB/L0053JRL/HL/15/WS], Tel No. 03-26923000] the Assignee herein or the undermentioned Auctioneer

PROPERTY AUCTION HOUSE SDN BHD (187793X)

No. 1-3, 1st Floor, Jalan Ampang
50450 Kuala Lumpur
Tel: 03-20702226 & 20788590
Our ref: PAH/26182(4)/11/2017(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 PINJAMAN SELAKU PENYERAHANHAK DAN SURAT KUASA WAKIL KEDUA-DUANYA YANG BERTARIKH 14 HARIBULAN OKTOBER 2011

ANTARA

UNITED OVERSEAS BANK (MALAYSIA) BHD [271809-K]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

TOH YONG MENG, BANKRUPT [No. K/P: 650925-01-5699/A0240959]

PIHAK PENYERAHHAK

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank dibawah Perjanjian Pinjaman Selaku Penyerahanhak Dan Surat Kuasa Wakil yang bertarikh 14 haribulan Oktober 2011 diantara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak yang diperbuat dalam perkara diatas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelolong yang tersebut dibawah

AKAN MENJUAL SECARA

LELONGAN AWAM

PADA HARI RABU, 20 HARIBULAN DISEMBER, 2017

PADA PUKUL 3.00 PETANG

DI BILIK LELONG

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

NOTA:

Bakal-bakal pembeli adalah dinasihatkan agar:-

- 1) memeriksa harta tersebut;
- 2) memperolehi salinan Syarat-Syarat Jualan dan meminta nasihat daripada Pihak Guaman mengenai Syarat-Syarat Jualan;
- 3) membuat carian hakmilik induk secara rasmi di Pejabat Tanah dan/atau pihak-pihak lain yang berkenaan.
- 4) membuat pertanyaan dengan Pihak Pemaju/Tuan Punya dan/atau pihak-pihak yang lain yang berkenaan mengenai persetujuan untuk jualan ini sebelum jualan lelong; dan
- 5) bertanggungjawab untuk membayar segala jumlah cukai barangan dan perkhidmatan ("GST") sepertimana yang diperlukan oleh Akta Cukai Barangan dan Perkhidmatan (jika perlu)

Pembeli yang berjaya akan bertanggungjawab untuk mendapatkan kelulusan terus untuk pindahmilik daripada Pihak Berkuasa Negeri sekiranya hakmilik individu/strata telah dikeluarkan

BUTIR-BUTIR HAKMILIK

Hakmilik strata bagi harta tersebut belum dikeluarkan.

NO. HAKMILIK INDUK/LOT:

P.N. 22379 Lot 70320, Mukim Sungai Buloh, Daerah Petaling, Negeri Selangor Darul Ehsan

NO. PARSEL PEMAJU:

C-8-16, No. Paras 8, No. Bangunan: C, Park Avenue Office, Damansara Damai bersama dengan tempat letak kereta Parsel No. 78, Tingkat: Paras 6

KELUASAN LANTAI: (Unit)

lebih kurang 811 kaki persegi

PENJUAL(PEMAJU):

Medan Prestasi Sdn.Bhd

BEBANAN:

Serahhak kepada United Overseas Bank (Malaysia) Bhd

PEGANGAN:

Pegangan pajakan

LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah seunit lot pejabat yang beralamat di No. C-8-16, Blok C, Park Avenue Office, No. 5 Jalan PJU 10/1, Damansara Damai, 47830

Petaling Jaya, Selangor Darul Ehsan.

HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedia" dan tertakluk kepada satu harga rizab sebanyak **RM57,000.00 (RINGGIT MALAYSIA LIMA PULUH TUJUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhak dari Pemegang Serahhak/Bank dan tertakluk kepada kebenaran untuk pindahmilik diperolehi daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. **Segala bayaran cukai pintu, taksiran termasuk caj perkhidmatan atau penyenggaraan** yang mungkin dikenakan oleh Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian selepas menerima baki wang belian. Segala bayaran lain berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli.

CUKAI BARANGAN DAN PERKHIDMATAN

Jualan hartanah tersebut kemungkinan akan dikenakan cukai barangan dan perkhidmatan atau lain lain cukai atau levi. Pembeli dikenakan membayar cukai barangan dan perkhidmatan atau lain lain cukai atau levi pada hari lelongan atau pada mana-mana tarikh kemudiannya, berdasarkan undang-undang (termasuk Akta Cukai Barangan dan Perkhidmatan 2014) atau peraturan-peraturan, garis panduan, keputusan atau isu keterangan yang dikeluarkan dibawah undang undang (dan termasuk sebarang pembetulan dibuat kepada undang-undang, peraturan-peraturan, garis panduan, keputusan atau isu keterangan tersebut) dibayar kepada sebarang pihak pertubuhan atau pihak berkuasa yang mempunyai bidang kuasa keatas Pihak Pemegang Serahhak/Bank, berkenaan sebarang wang cagaran atau wang perbelanjaan oleh Pihak Pemegang Serahhak/Bank mengenai jualan hartanah tersebut kepada Pembeli. Segala bayaran lain berhubung dengan pindahmilik dan penyerahhak hendaklah ditanggung oleh Pembeli Berjaya.

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **10%** daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** di atas nama **UOBM** bagi **TOH YONG MENG** atau melalui **Kad Kredit (Master/Visa)** (sepertimana dalam **Klausula 5 Syarat Jualan**) pada hari lelongan awam. **Untuk bayaran melalui Kad Kredit bayaran tambahan sebanyak 2.5% akan dikenakan.** Baki wang belian bersama dengan cukai dibayar dibawah GST (sekiranya dikenakan) hendaklah dibayar oleh Pembeli dalam tempoh **satu ratus dua puluh (120) hari** dari tarikh jualan kepada **UNITED OVERSEAS BANK (MALAYSIA) BHD** melalui Sistem Pemindehan Elektronik, Masa Nyata bagi Dana dan Sekuriti (**RENTAS**).

UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA, sila berhubung dengan **Tetuan Sidek Teoh Wong & Dennis**, yang beralamat di Paras 32, Menara TH Perdana, 1001, Jalan Sultan Ismail, 50250 Kuala Lumpur [No. Ruj: JCS/UOB/L0053JRL/HL/15/WS] No. Tel: 03-26923000] Pihak Pemegang Serahhak atau Pelolong yang tersebut di bawah

PROPERTY AUCTION HOUSE SDN BHD (187793X)

No. 1-3, Tingkat 1, Jalan Ampang

50450 Kuala Lumpur

Tal: 03-20702226 & 20788590

Ruj kami: PAH/26182(4)/11/2017(LA)

Email: main@auctions.com.my

Website: www.auctions.com.my

PATRICK WONG KOON MENG

DANNY T.F. LOH

JEFFREY C.K. CHOONG

Pelolong Berlesen

CONDITIONS OF SALE

1. The sale is made by **UNITED OVERSEAS BANK (MALAYSIA) BHD** (hereinafter called "the **Assignee/Bank**") in the exercise of the rights and powers conferred upon the **Assignee/Bank** in pursuance of the **Loan Assignment Cum Assignment And Power of Attorney both dated the 14th day of October 2011** executed by the Assignor in favour of the **Assignee/Bank** and is made subject to all conditions and category of land use, expressed or implied or imposed upon or relating to or affecting the Property and subject to the terms and conditions contained herein.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these Conditions of Sale at any time prior to the sale. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the Property up again for sale or put the Property at the last undisputed bid or withdraw the Property from auction sale. **Any bid shall be subject to the minimum amount as decided by the Auctioneer and this amount shall be subjected to the Goods and Services Tax ("GST") under the Goods and Services Tax Act 2014 (if applicable).**
3. The **Assignee/Bank** be and is hereby at liberty to bid for the Property at the sale **(without having to pay any deposit whatsoever)**. The Auctioneer shall have the right to withdraw the Property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event of the **Assignee/Bank** becoming the Purchaser, the **Assignee/Bank** is at liberty to set off the purchase price against the amount due and owing under the said **Loan Assignment Cum Assignment And Power of Attorney** on the date of sale, plus the cost and expenses including but not limited to taxes, duties or levies of the sale and all other costs and expenses including but not limited to taxes, duties or levies whatsoever in connection with this matter.
4. No bid shall be less than the last previous bid by a sum to be fixed by the Auctioneer at the time of the sale and no bidding 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 **Assignee/Bank** and the Property shall at the option of the **Assignee/Bank** be put up for sale again or the **Assignee/Bank** may decide to adjourn the auction sale to another date.
5. Each intending bidder **(with the exception of the Assignee/Bank)** is required to deposit with the Auctioneer **10%** of the fixed reserve price for the Property **and the goods and services tax ("GST") payable on the 10% of the fixed reserve price (if applicable)** by **Bank Draft or Cashier's Order** in favour of **UOBM for TOH YONG MENG or vide Credit Card (Master/Visa)** 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/she is authorised to sign all the necessary documents. **For a Bumiputra lot, only Bumiputra(s) are allowed to 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 auction sale, or who is an undischarged bankrupt, shall not be permitted to bid in his personal capacity or act as agent of a principal at the auction sale. **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 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 Foreign Investment Committee (if any) and/or relevant State Authorities in the said sale in accordance with the terms stated.**
6. Immediately after the fall of the hammer, the Purchaser **(other than the Assignee/Bank if he/she is the Purchaser)** shall pay to the **Assignee/Bank**, the difference between the deposit paid under Clause 5 above and the sum equivalent to **10%** of the successful bid ("Differential Sum") in **CASH or by BANK DRAFT or CREDIT CARD**. The differential sum and the deposit paid under Clause 5 above (collectively referred to as "the Deposit") shall be deemed to be part payment of the purchase price. The Purchaser shall also complete and execute these Conditions of Sale and Memorandum of Contract. The Deposit shall be held by the **Assignee/Bank** subject to the provisions of Clauses 7 and 9 herein.
7. In the event that the Purchaser fails to pay the Deposit or fails to sign these Conditions of Sale and Memorandum of Contract, all monies paid by the Purchaser to the **Assignee/Bank** shall be forfeited by the **Assignee/Bank** and the Property shall forthwith be again put up for sale. The costs of such re-sale together with the deficiency in price (if any) which may result from a re-sale or the purchase money if there is no re-sale, as the case may be, shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the **Assignee/Bank**, their Solicitors or the auctioneer in relation thereto.
8. The balance of the purchase price **and the GST (if applicable)** shall be paid in full by the Purchaser to the **Assignee/Bank** within **one hundred and twenty (120) days** from the date of the auction sale, by **remitting the payment directly to the Assignee/Bank via RENTAS**. The period of **120 days** will not be extended by the **Assignee/Bank**, unless the Purchaser shall have, prior to the expiry of the said period, issued a written request to the **Assignee/Bank** applying for an extension of time and the **Assignee/Bank** may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the Deposit shall be forfeited, or (iii) agrees to grant an extension of time subject to conditions (including but not limited to the imposition of late payment interest/charges at such rate/amount as the **Assignee/Bank** shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.

Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee/Bank or to the Solicitors for the Assignee/Bank. The Assignee/Bank and/or the Solicitors for the Assignee/Bank shall not be responsible for any delay caused or costs incurred from any payment made/transaction conducted via RENTAS. Any service charges and/or cost payable for the payment made/transaction conducted via RENTAS shall be borne by the Purchaser.

9. In default of such payment of the balance of the purchase price **and the GST (if applicable)** within the time and in the manner as stipulated in Clause 8 above, the Deposit shall be forfeited by the **Assignee/Bank** and the Property may be put up for sale by the **Assignee/Bank** at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result from a resale, or the balance of the purchase price if there is no resale shall be recoverable from the defaulting Purchaser and the Purchaser shall have no claims whatsoever against the **Assignee/Bank**, their Solicitors or the auctioneer in relation thereto.
10. Upon full payment of the balance of the purchase price **and the GST (if applicable)** in accordance with Clause 8 above and subject to the consent to transfer from the Developer and/or any relevant authorities (if applicable) being obtained by the Purchaser, the **Assignee/Bank** shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (**including but not limited to legal fees, stamp duty, registration fees, taxes, duties and levies**) the Assignee's standard Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer of the Property and the Assignor upon such terms and conditions stipulated by the **Assignee/Bank** in its absolute discretion. Thereafter, upon the Purchaser's payment of all such costs and expenses and any administrative or transfer costs or any other maintenance/service charges and outgoings including taxes, duties or levies that may be due to or imposed by the Developer and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the **Assignee/Bank**, the **Assignee/Bank** shall deliver to the Purchaser or his/her solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the standard form duly obtained from the **Assignee/Bank**.
- 10.1. *It shall be the duty of the Purchaser to obtain at the Purchaser's own costs, the confirmation as stated in Section 22D(4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain copies of the statement of account for the outstanding charges (**i.e. the quit rent, assessment and service or maintenance charges only**) from the relevant authorities and/or the total amount due to the Developer under the principal sale and purchase agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof up to the date of the auction sale to the Assignee's Solicitors for approval and verification within **one hundred and twenty (120) days** from the date of the auction sale. For avoidance of doubt, in the event such copies of the statement of account and calculations of the apportionment of the respective parties' liability are not submitted with the stipulated **one hundred and twenty (120) days**, any subsequent claims made thereafter will not be entertained by the Assignee and the same shall be borne by the Purchaser solely.
- 10.2. *It is hereby agreed that **any arrears of quit rent, assessment and service or maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) only**, which may be lawfully due (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to the date of the auction sale of the Property shall be paid out of the purchase price and no set off is permitted. The arrears in quit rent and assessment bills and service/maintenance charges (**excluding penalty interest, late charges, insurance and utilities bills**) shall only be paid provided that the **Assignee/Bank** is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment and service/maintenance charges issued by the relevant authorities from the Purchaser within **one hundred and twenty days (120)** from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the **Assignee/Bank** to pay any outstanding water, electricity, telephone, sewerage, sinking funds/special funds or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer. Any other charges as at the date of the auction sale not specified herein (including but not limited to telephone bills, water bills, electricity bills, sinking funds/special funds and sewerages charges), if outstanding, shall not be borne by the **Assignee/Bank**.
- 10.3. *The Purchaser undertakes to forward to the Developer upon completion, the duly stamped Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreement as required under 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 covering letter with the Developer's acknowledgement of receipt to the **Assignee/Bank** or its Solicitors.
- 10.4. **If individual title/strata title has been issued, the Purchaser undertakes, at his own cost and expense, to obtain the Developer's consent to the Direct Transfer of the property to the Purchaser whereby the Purchaser also undertakes to commit all acts and deeds related to the Memorandum of Transfer to enable the effective transfer of the property to the Purchaser (**including the full settlement of all legal fees, stamp duty, registration fees, taxes, duties and levies connected therewith**).
- 10.5. **It shall be the duty of the Purchaser to obtain at the Purchaser's own costs, copies of the statement of account for the outstanding charges (**i.e. the quit rent, assessment and service or maintenance charges only**) from the relevant authorities and/or the total amount due to the Developer under the principal sale and purchase agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties' liability thereof up to the date of the auction sale to the Assignee's Solicitors for approval and verification **within one hundred and twenty (120) days** from the date of the auction sale. For avoidance of doubt, in the event such copies of the statement of account and calculations of the apportionment of the respective parties' liability are not submitted with the stipulated **one hundred and twenty (120) days**, any subsequent claims made thereafter will not be entertained by the **Assignee/Bank** and the same shall be borne by the Purchaser solely.

- 10.6 ****Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale herein (if applicable), it is hereby agreed that any arrears of quit rent, assessment and service or maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) only, which may be lawfully due (the Assignee/Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer up to the date of the auction sale of the Property shall be paid out of the purchase price and no set off is permitted. The arrears in quit rent and assessment bills and service/maintenance charges (excluding penalty interest, late charges, insurance and utilities bills) shall only be paid provided that the Assignee/Bank is in receipt of the balance purchase money and the relevant receipts for quit rent and assessment and service/maintenance charges issued by the relevant authorities from the Purchaser within one hundred and twenty (120) days from the date of the auction sale. All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay any outstanding water, electricity, telephone, sewerage, sinking funds/special funds or other charges of personal nature due and payable by the Assignor to the relevant authority or the Developer (including consent fees, vetting legal fees and taxes, duties or levies imposed by the Developer in Direct Transfer of the property to the Purchaser). Any other charges as at the date of the auction sale not specified herein (including but not limited to telephone bills, water bills, electricity bills, sinking funds/special funds and sewerages charges), if outstanding, shall not be borne by the Assignee/Bank.**
11. As from the time of the auction sale, the Property shall be at the sole risk of the Purchaser as regards to any loss or damage by fire or other accident or otherwise or any restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, covenants, liabilities arising/entered after the auction sale.
12. The Purchaser shall deem to have inspected the Property and therefore admit the identity and the “as is where is basis” of the Property purchased by him with that comprised in the muniments offered by the Assignee/Bank as the title of the Property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
13. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty, search fees, registration fees, taxes, duties and levies 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.
14. The Property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser shall be deemed to have full knowledge of the state and condition of the Property.
15. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the Property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul any sale or shall any abatement or compensation be allowed in respect thereof.
16. The Property is believed and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and conditions of the Property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof. **The Assignee/Bank will not be liable for any caveats lodged on the Property by third party and it is the duty of the Purchaser to remove the caveat at his/her own cost (if any).**
17. In the event of the sale being set aside for any reasons whatsoever by the Assignee/Bank or by an Order of court or consent not being obtained by the Purchaser from the Developer (if applicable) or any other relevant authorities (if applicable) (other than that due to any act of default and/or omission by the Purchaser) this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) to the Purchaser free of interest less all expenses, costs and fees including but not limited to taxes, duties or levies incurred by the Assignee/Bank in connection with or relating to the sale **PROVIDED ALWAYS THAT** the Purchaser shall have prior thereto returned to the Assignee/Bank all documents, duly intact, which may have been delivered pursuant to the sale, and if the Property has been effectively assigned to the Purchaser, the Purchaser shall have effectively re-assigned the Property back to the Assignee/Bank. The Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon refund by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitors and the Auctioneer or their respective servants or agents.
18. The Property shall be sold subject to the consent from the relevant authorities (if applicable). The Purchaser shall within thirty (30) days from the date of auction sale apply to and obtain from the Developer and/or other relevant authorities (if applicable) for consent to transfer or for assignment of the Property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority (if applicable), whichever is the earlier and to keep the Assignee/Bank or its Solicitors informed at all times of the developments and forward a copy of the consent to the Assignee's Solicitors upon receipt of the same. All fees, charges and expenses including but not limited to taxes, duties or levies in connection with or incidental to the application shall be borne by the Purchaser.
19. In the event there is any restriction-in-interest on the Property, it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed within **one hundred and twenty (120) days** from the date of the successful auction subject to Clause 8 above.

20. In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee/Bank, the Assignee/Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the purchase price free of interest less all expenses, costs and fees including but not limited to taxes, duties or levies incurred by the Assignee/Bank in connection with or in relation to the sale herein **PROVIDED ALWAYS THAT** the Purchaser shall have prior thereto returned to the Assignee/Bank all documents, duly intact, which may have been delivered pursuant to the sale and if the Property has been effectively assigned to the Purchaser, the Purchaser shall have effectively re-assigned the Property back to the Assignee/Bank. The Purchaser shall not be entitled to any claims and demands whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or any party on account thereof.
21. The Assignee/Bank does not undertake to deliver vacant possession of the Property to the Purchaser. The Purchaser only after the payment of the balance of the purchase price in full shall at his own cost and expenses take possession of the Property without obligation on the part of the Assignee/Bank or its agent to give vacant possession.
22. In the event that the sale is terminated for any reasons whatsoever, the Purchaser if vacant possession of the Property has been delivered, shall redeliver vacant possession of the Property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.
23. For the purpose of these conditions, the time allowed by the conditions for the payment of the balance of the purchase money shall be deemed to be the essence of the contract.
24. The Property is sold on an “as is where is” basis.
25. The Assignee/Bank be and is hereby at liberty to postpone, call-off or adjourn the auction sale at any material time or to terminate the auction sale of the Property after the fall of the hammer without having to provide any reasons or grounds whatsoever.
26. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee/Bank, its Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement of representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee/Bank, its Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the Property.
27. In the event of any discrepancy, omission, mis-statement, mis-description or error, appearing in the various translations of the particulars and conditions herein, the English version shall prevail.
28. The Assignee/Bank 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/Bank accepts no liability for any payments which may be outstanding in respect thereof and the Property is sold subject thereto.
29. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
30. The Purchaser should engage a solicitor to act on the Purchaser’s behalf for the completion of the purchase of the Property and in the event that no solicitor is appointed, the Purchaser is deemed to have elected to be unrepresented in this sale.
31. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
32. Unless expressly provided herein, the Assignee/Bank, its Solicitors and the Auctioneer or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matter or thing arising out of, in connection with, or in respect of the sale of the Property whatsoever and howsoever caused arising.
33. The Purchaser is liable to pay for any goods and services tax or other taxes or levies which as at the date of the auction sale of the Property or at any date subsequent to the date of the auction sale of the Property, is required by law (including the Goods and Services Tax Act) or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decision or directives) to be paid to any body or authority having jurisdiction over the Assignee/Bank in respect of any monies charged or incurred by the Assignee/Bank in relation to the sale of the Property to the Purchaser.
34. Any goods and services tax or other taxes or levies incurred by the Assignee/Bank in relation to the sale of the Property to the Purchaser and any other goods or services provided under the Proclamation of Sale and Conditions of Sale shall be borne and charged to the Purchaser and in the event that the Assignee/Bank shall effect any payment, the Purchaser shall be liable to reimburse the Assignee/Bank for such amounts paid.

Note

- 1:* **Applicable only for properties that comes within the definition of ‘housing accommodation’ under the Housing Development (Control and Licensing) Act, 1966.**
- 2:** **Applicable for properties that does not come within the definition of Section 22D under the Housing Development (Control and Licensing) Act, 1966.**