

# PROCLAMATION OF SALE

In The Matter Of Facilities Agreement  
And Deed Of Assignment  
Both Dated the 26th Day Of April, 2001

Between

**Southeast Asia Special Asset Management Berhad (65502-X)**..... **Assignee/Lender**  
(having received the transfer and been vested with all the rights benefits and interests of CIMB Bank Berhad (13491-P) in the assigned property)  
And

**1. Muniandy A/L Munusamy (NRIC No. 471013-07-5361 / 2188174)**  
**2. Amirth Valli A/P Periasamy (NRIC No. 481203-02-5030 / 7911563)** ..... **Assignor/Borrower**

In the exercise of the rights and powers conferred upon the Assignee/Lender under the **Facilities Agreement and Deed of Assignment both dated the 26<sup>th</sup> Day of April 2001** entered into between the Assignors/Borrowers and the Assignee/Lender. It is hereby proclaimed that the Assignee/Lender with the assistance of the under mentioned Auctioneer

**Will Sell The Property Described Below By**

**Public Auction**

**On Saturday, The 26th Day Of September, 2015 At 11.00 a.m.**

**At Laurel 2, Level 1**

**Evergreen Laurel Hotel**

**No. 53, Persiaran Gurney, 10200 Pulau Pinang**

**1. Property:**

Description: All that residential parcel (being an apartment) identified as Parcel No. 03, Ground Floor, Building No. B3, erected on the Master Land, forming an integral part of the scheme named "Taman Sri Janggus"  
Postal Address: **Unit No. G-03-B3, Taman Sri Janggus, 14000 Bukit Mertajam, Seberang Perai, Pulau Pinang.**  
Area: Approximately 750 square feet  
Developer: TPPT Sdn Bhd.  
Strata Title: Strata title to the Property has yet to be issued by the appropriate authority

**2. Master Land:**

Titles Particulars: Lot No. 1100, 1102, 1103, 1106 & 1107 in the Mukim of 15, District of Seberang Perai Tengah, State of Pulau Pinang  
Tenure: Freehold  
Restriction-in-interest: No restriction against transfer and charge

**PROSPECTIVE BIDDERS ARE ADVISED TO INSPECT THE PROPERTY AND CONDUCT AND RELY ON THEIR OWN SEARCHES, ENQUIRIES, INVESTIGATIONS AND VERIFICATIONS ON THE ACCURACY AND CORRECTNESS OF THE PARTICULARS AND INFORMATION PROVIDED AND TO TAKE PROFESSIONAL ADVICE IN THAT REGARD PRIOR TO THE AUCTION.**

The Property will be sold by way of auction through the Auctioneer. The rights, title and interests to the Property will be conveyed to the successful bidder upon completion of the sale.

The Lender gives no warranty as to the accuracy or correctness of the information and statements contained in this Proclamation of Sale and the Conditions of Sale or as to the state or condition of the Property other than that the Lender is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Lender.

The Assignee/Lender wherever mentioned in this Proclamation of Sale shall mean the Assignee/Lender and/or any financial institution's business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Lender and/or any financial institution which changed its name to the Assignee/Lender and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Lender had been a party thereto. The full details of the above may be obtained from the Assignee/Lender upon request.



**Reserve Price: RM49,000.00**

**Note: Prior to the auction sale, all intending bidders are advised to:-**

- (i) inspect the property;
- (ii) conduct land searches (official as well as private);
- (iii) make a relevant enquiry with the developer, landowner and/or appropriate authorities; and
- (iv) obtain from the Auctioneer a copy of the Conditions of Sale.

For further particulars, please apply to **Tawfeek Badjenid & Partners**, Solicitors for the Assignee/Lender, at **Suite S-3-A&B, 3rd Floor, Northam Suite, No. 55, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel: 04-2277142 Fax: 04-3701239** or CIMB Bank Berhad

**Hotline 1 300-88-0811 or**

**Log on to [propertymart.cimbbank.com.my](http://propertymart.cimbbank.com.my)**

**MNP AUCTIONEERS (CENTRAL) SDN BHD (908971-X)**

No. 161, Jalan Sungai Pinang  
10150 Penang

Tel: 04-2833650 Fax: 04-2816106

Our Ref: MNP/CIMB/SEP15/2

Soon Chee Leng

Licensed Auctioneer

H/P: 017-4006661

H/P: 012-2296893

**Reserved Price:**

The property will be sold subject to the terms contained in the Proclamation and Conditions of Sale

**Deposit :**

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale, **ten per cent (10%)** of the reserve price by **bank draft or cashier's order** only in favour of **CIMB Bank Berhad**.

# PERISYTIHARAN JUALAN

Dalam Perkara Perjanjian Pinjaman  
dan Suratikatan Penyerahhakan  
Kedua-duanya Bertarikh 26hb April 2001  
Antara

Southeast Asia Special Asset Management Berhad (65502-X).....Pihak Pemegang Serahanhak / Bank  
(menerima pindahmilik dan perletakhakan segala hak feadah dan kepentingan CIMB Bank Berhad (13491-P) di dalam Hartanah yang diserahkan)

Dan

1. Muniandy A/L Munusamy (NRIC No. 471013-07-5361 / 2188174)  
2. Amirth Valli A/P Periasamy (NRIC No. 481203-02-5030 / 7911563).....Pihak Penyerahhak / Peminjam

Menurut hak dan kuasa yang diberikan kepada Pihak Pemegang Serahanhak / Bank di bawah Perjanjian Pinjaman dan Suratikatan Penyerahhakan Kedua-duanya Bertarikh 26hb April 2001 di antara Pihak Penyerahhak / Peminjam dan Pihak Pemegang Serahanhak / Bank, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahanhak / Bank dengan dibantu oleh Pelelong yang tersebut di bawah

Akan Menjual Hartanah Yang Diterangkan Di Bawah Secara

## Lelongan Awam

Pada 26hb September, 2015, Bersamaan Hari Sabtu, Jam 11:00 Pagi,  
Di Laurel 2, Tingkat 1  
Evergreen Laurel Hotel  
No.53, Persiaran Gurney, 10200 Pulau Pinang.

- Hartanah:**  
Keterangan: Kesemua lot kediaman (sebuah Rumah Pangsapuri) dikenali sebagai yang dikenali sebagai Petak No. 03 Tingkat Bawah, Bangunan No. B3, yang dibangunkan di Tanah Induk, di dalam pembangunan yang dikenali sebagai Taman Sri Janggus  
Alamat Pos: Unit No. G-03-B3, Taman Sri Janggus, 14000 Bukit Mertajam, Seberang Perai, Pulau Pinang  
Keluasan Tanah: 750 kp (69.67 mp)  
Pemaju: TPPT Sdn Bhd  
Hakmilik Individu: Hakmilik strata masih belum dikeluarkan oleh pihak berkuasa yang berkenaan
- Hakmilik Induk:**  
Butir-butir Hakmilik: Lot No. 1100, 1102, 1103, 1106 & 1107 in the Mukim of 15, Daerah of Seberang Perai Tengah, Negeri Pulau Pinang  
Pegangan: Selama-lamanya.  
Sekatan Hakmilik: Tiada

**PENAWAR YANG BERMINAT DINASIHATKAN AGAR MEMERIKSA HARTANAH TERSEBUT DAN MEMBUAT CARIAN DAN BERGANTUNG KEPADA PENCARIAN, PERTANYAAN, PENYIASATAN DAN PENGESAHAN MASING-MASING BERKENAAN DENGAN KETEPATAN DAN KEBENARAN BUTIR-BUTIR DAN MAKLUMAT YANG DISEDIAKAN SERTA MENDAPATKAN NASIHAT PROFESIONAL BERKENAAN DENGAN SEGALA MAKLUMAT TERSEBUT SEBELUM JUALAN LELONG.**

Hartanah tersebut akan dijual melalui lelongan melalui Pelelong. Hakmilik terhadap Hartanah akan diserahkan kepada penawar yang berjaya melalui Penyerahhakan selepas penyempurnaan Penyerahhakan tersebut.

Pihak Pemberi Pinjam tidak akan memberi jaminan terhadap ketepatan atau kebenaran maklumat dan kenyataan yang terkandung dalam Perisytiharan Jualan dan Syarat-syarat Jualan atau berkenaan dengan kedudukan atau keadaan Hartanah tersebut selain daripada Pihak Pemberi Pinjam sebagai Pemegang Serahanhak Benefisial yang sah ke atas Hartanah tersebut. Selain daripada yang dinyatakan sebelum ini, tiada perwakilan / pengesahan dibuat secara langsung atau tidak langsung oleh Pihak Pemberi Pinjam.

Pemegang Serahanhak/Bank dimana yang disebut di dalam Perisytiharan Jualan ini adalah bermaksud Pihak Pemegang Serahanhak/Bank dan/atau segala perniagaan, aset dan liabiliti kepunyaan mana-mana institusi kewangan yang telah dipindahmilik kepada dan/atau diletakhakan dan/atau dipegang oleh Pemegang Serahanhak/Bank dan/atau mana-mana institusi kewangan yang telah menukar namanya kepada Pemegang Serahanhak/Bank dan mana-mana perjanjian yang terwujud di mana institusi kewangan tersebut dahulunya adalah satu pihak dibawah perjanjian tersebut kini dianggap seolah-olah Pemegang Serahanhak/Bank telah menjadi satu pihak dibawahnya. Butir-butir penuh bagi perkara diatas boleh diperolehi daripada Pemegang Serahanhak/Bank atas permintaan.



**Harga Rizab: RM49,000.00**

**Nota:** Sebelum jualan lelong, kesemua penawar yang berminat dinasihatkan agar:-

- Memeriksa hartanah tersebut
- Membuat carian hakmilik (secara rasmi dan tidak rasmi);
- Membuat sebarang pertanyaan kepada Pemaju, Tuantanah dan / atau Pihak Berkuasa; dan
- Mendapatkan sesalinan Syarat-syarat Jualan daripada Pelelong.

Untuk maklumat lanjut, sila hubungi **Tawfeek Badjenid & Partners**, Peguamcara bagi Pihak Pemegang Serahanhak / Bank, di **Suite S-3-A&B, 3rd Floor, Northam Suite, No. 55, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel: 04-2277142 Fax: 04-3701239** atau CIMB Bank Berhad

**Hotline 1 300-88-0811** atau

**Laman Web : [propertymart.cimbbank.com.my](http://propertymart.cimbbank.com.my)**

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Ruj Kami:MNP/CIMB/SEP15/2

Soon Chee Leng

Pelelong Berlesen  
H/P: 017-4006661

**Harga Rizab:**

Hartanah tersebut akan dijual tertakluk kepada terma-terma yang terdapat di dalam Perisytiharan dan Syarat-syarat Jualan.

**Deposit:**

Kesemua penawar adalah dikehendaki mendeposit kepada Pelelong, sebelum jualan lelong, **sepuluh peratus (10%)** daripada harga rizab melalui **deraf bank atau pesanan juruwang** sahaja di atas nama **CIMB Bank Berhad**.

# CONDITIONS OF SALE

1. This sale is made by **Southeast Asia Special Asset Management Berhad** (“**Assignee/Lender**”) in exercise of the rights and powers conferred upon the Assignee/Lender pursuant to a CHL Facility Agreement (Flexi Type) (Without Title) and Deed of Assignment (the date(s) as appearing in the Proclamation of Sale) executed by (“**Assignor(s)/Borrower(s)**”) (the name(s) as appearing in the Proclamation of Sale) in favour of the Assignee/Lender and is made subject to all conditions and category of land use, express and/or implied and/or imposed upon and/or relating to and/or affecting the Property.
2. The Property is sold on an “**as is where is**” basis without vacant possession subject to:
  - (a) all express and/or implied conditions, restrictions-in-interest affecting the Master Land and that which may be imposed/endorsed on the issue document of individual or strata title to the Property upon the issuance thereof;
  - (b) all easements, covenants, charges, caveats, liabilities, (including but not limited to liabilities to the local authorities incurred but not ascertained and any rates made but not demanded) and any adverse claims in respect of the Property; and
  - (c) all tenancies, leases, occupiers and rights (if any) of any tenant or occupier, subsisting thereon or therefore without any obligations arising to define the same respectively.
3. If the property offered for auction comprises more than one (1) property, the Auctioneer shall have the right to regulate the sale including but not limited to the following:
  - (a) determine or vary the order of the sale;
  - (b) offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or
  - (c) withdraw any of the properties from the sale upon the Assignee/Lender’s instructions.
4. 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 subject to the Assignee/Lender’s instructions before such withdrawal.
5. Subject to the reserve price together with Goods and Services Tax (“GST”) [whenever applicable], the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (“**Successful Purchaser**”) but the Auctioneer and/or the Assignee/Lender shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Assignee/Lender’s consent, at his own discretion determine the dispute or re-conduct the auction sale at the last undisputed bid or may withdraw the Property from the auction sale.
6. No bid shall be less than the previous bid and the reserve price for the Property and no bid shall be retracted. Should there be any retraction from a registered bidder(s) or the highest bidder after commencement of the auction (or after the fall of the hammer), the deposit of 10% of the reserve price placed by the said registered bidder(s) or highest bidder shall be forfeited by the Assignee/Lender and the Property shall at the absolute discretion of the Assignee/Lender be put up for sale again or the Assignee/Lender may decide to adjourn the auction sale to another date.
7. The Assignee/Lender is at liberty to bid for the property (without having to pay any deposit whatsoever). If the Assignee/Lender is the Successful Purchaser, the Assignee/Lender is at liberty to set off the reserve price against the amount due and owing under the Loan agreement/Facility Agreement/Deed of Assignment/Property Sale Agreement on the date of sale, together with all costs and expenses of the sale and all other costs and expenses whatsoever in relation to this matter.
8. Any subsidiary, related or associated company of the Assignee/Lender (“**CIMB Related Company**”) may bid at the auction sale and CIMB Related Company is exempted from complying with the provisions in clause 9, 10 and 13(a) of this Conditions of Sale. If CIMB Related Company is the Successful Purchaser:
  - (a) a sum equivalent to 10% of the reserve price together with GST (whenever applicable), shall be paid by way of fund transfer; and
  - (b) the Balance Purchase Price together with GST (whenever applicable) shall be paid by way of CIMB Related Company’s fund transfer within 90 days from the date of the sale or any such extended period as permitted by the Assignee/Lender (if any).
9. All intending bidders (with the exception of the Assignee/Lender) are required to deposit with the Auctioneer or the Assignee/Lender’s Solicitors a sum equivalent to 10% of the reserve price for the Property together with GST (whenever applicable) by bank draft or cashier’s order only in favour of **CIMB BANK BERHAD** prior to the auction sale (“**Deposit**”). Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Assignee/Lender to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid and an undischarged bankrupt is not allowed to bid or to act as an agent. If the sale is restricted to bumiputra only, the intending bidders shall be bumiputra or bumiputra Company only.

10. Immediately after the fall of the hammer, the Successful Purchaser (other than the Assignee/Lender) shall sign the Memorandum of Contract and the Deposit shall be held by the Assignee/Lender subject to the provisions of Clause 11 and 15.
11. If the Successful Purchaser fails to sign the Memorandum of Contract, the Deposit paid pursuant to Clause 9 shall be forfeited by the Assignee/Lender and the Property shall be put up for sale again at a time to be fixed by the Assignee/Lender whereby the Assignee/Lender shall, at its absolute discretion, have the right to recover from the defaulting Successful Purchaser the deficiency in price (if any) together with all other costs and expenses incurred which may result from the resale
12. If the Successful Purchaser intends to:
  - (a) nominate a person or corporation to be the nominee or purchaser of the Property; or
  - (b) add another person or corporation to be the co-purchaser of the Property,

the Successful Purchaser shall within 7 days from the date of the sale apply or any such time as the Assignee/Lender may allow, apply to the Assignee/Lender's Solicitors for such a nomination or addition with reasons acceptable to the Assignee/Lender. If the Assignee/Lender approves the said application, the Assignee/Lender shall reserve the rights to impose such other terms and conditions which the Assignee/Lender deems fit. All legal fees and other expenses including GST (where applicable) incurred for the Deed of revocation and Nomination/Addition and/or any other relevant documents which may be required to effect such nomination/addition shall be borne by the Successful Purchaser or the nominee/additional co-purchaser.
13. The Balance of Purchase Price shall be paid as follows:
  - (a) By banker's draft or cashier's order for the sum equivalent to the balance of the purchase price ("**Balance Purchase Price**") (together with all late payment interest, if any) and GST (where applicable) made payable to "**CIMB BANK BERHAD**" and shall be paid ON OR BEFORE 24/12/2015 ("**Completion DATE**") or any such extended period as permitted by the Assignee/Lender (if any);
  - (b) The Successful Purchaser may request for an extension of the Completion Period from the Assignee/Lender provided that such request is made in writing and received by the Assignee/Lender or its solicitors within 14 days before the expiry of the Completion Period. Upon receipt of the Successful Purchaser's written request for an extension of the Completion Period, the Assignee/Lender shall have the absolute right and discretion to:-
    - (i) allow such extension of time subject to any such terms and conditions as the Assignee/Lender deems fit and may impose, including but not limited to the payment of interest on the unpaid balance purchase price at the rate and in the manner as determined by the Assignee/Lender in its absolute discretion; or
    - (ii) refuse such request for an extension of time without the necessity to render any reasons, whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited.
14. If the Successful Purchaser fails to pay the Balance Purchase Price (together with any late payment interest, if any) and GST (where applicable) and/or breaches any provisions in accordance with the Conditions of Sale herein, the Assignee/Lender shall be entitled to:-
  - (a) terminate the auction sale whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited by the Assignee/Lender and the Assignee/Lender shall have the right and liberty to put the Property up for sale at a time, place and reserve price to be fixed by the Assignee/Lender at its sole discretion. The Assignee/Lender shall have the right to recover from the defaulting Successful Purchaser the cost of such resale together with any deficit in price if the Property is subsequently sold at a price lower than the price bid by the Successful Purchaser; or
  - (b) alternatively, to enforce specific performance against the Successful Bidder whereupon the Successful Bidder shall be liable to pay all cost and expenses incurred by the Assignee/Lender in commencing such action for specific performance.
15. If the Successful Purchaser becomes a bankrupt or dies during the Completion Period or any such extended period, the Assignee/Lender shall have the absolute right and discretion to do the following:
  - (a) forfeit the Deposit together with interest and this auction sale shall be deemed terminated and of no further effect; or
  - (b) after defraying the expenses in carrying out the auction sale, cancel the sale and to refund the balance of the Deposit to the estate of the deceased Successful Purchaser (subject to the production of relevant documents evidencing the death and the right of representation of the estate of the deceased) or the Official Assignee as the case may be if the Successful Purchaser is or becomes a bankrupt; and
  - (c) the Assignee/Lender may resolve the matter in any other manner that the Assignee/Lender deems fit and the Assignee/Lender's decision shall be conclusive.
16. If there is any material discrepancy and/or disparity as to description of the parties and/or the property in this proclamation of sale and the security documents in the Assignee/Lender's possession, the Assignee/Lender shall, except such material discrepancy and/or disparity is caused by the Assignee/Lender, subject to its ability, assist the Successful Purchaser to rectify the said discrepancy and/or disparity whereby all costs and/or expenses incurred shall be borne by the Successful Purchaser.
  - (a) In the event such material discrepancy cannot be rectified by the Assignee/ Lender/ Successful Bidder, the Successful Purchase may, before the completion of the sale, terminate this purchase in which event, the Deposit paid pursuant to

Clause 9 above, shall be refunded without any interest or compensation being paid. The Memorandum of Contract signed pursuant to this auction shall be terminated and cease to be of any further effect and either party shall have no further claim against the other party in respect to the discrepancies.

17. All service and maintenance charges, quit rent and assessments payable in respect of the Property shall be apportioned as at the date of sale. Subject to the Successful Purchaser complying with the stipulations in sub clause (a) and (b) below, the portion attributable for the period up to the date of sale shall be paid out of the reserve price money. The portion attributable after the sale shall be borne by the Successful Purchaser. The Successful Purchaser shall:
  - (a) pay all service and maintenance charges, quit rent and assessment in respect of the Property; and
  - (b) submit evidence of the relevant payments in respect of service and maintenance charges, quit rent and assessment by way of the original receipt(s) and/or copy of the original receipt(s) duly certified by the issuer of the said receipt(s) and itemized billing of the respective charges to the Assignee/Lender together with the payment of the Balance of Purchase Price. For the avoidance of doubt, in the event such receipt(s) and itemized billing are not submitted within 7 days from the Completion Date [Date], any subsequent claims made thereunder will not be entertained by the Assignee/Lender.
18. Unless otherwise agreed by the Assignee/Lender (subject to such terms and conditions as the Assignee/Lender may in its absolute discretion impose), all taxes, rates, levies, administrative charges, fees, utilities bills (including but not limited to water, electricity, gas or sewerage charges) and/or any other monies payable or owing to the Developer and/or Proprietor any other relevant authority in respect of the Property shall be borne solely by the Successful Purchaser. It shall be the responsibility of the Successful Purchaser to pay to the Developer any Balance of the Purchase Price which may still be due and owing to the Developer under the Original Sale and Purchase Agreement between the Developer and the First Purchaser in respect of the Property, if any.
19. The Successful Purchaser shall apply and obtain the consent of the relevant authority (if any) in respect of the purchase and assignment of the Property or any other consent from any body or authority as may be required by the law from time to time. Additionally, the Successful Purchaser shall request and obtain all relevant Developer's confirmation regarding the Property including but not limited to the status of the issuance of strata title, the master title particulars and the Property's postal address. All fees, charges and expenses and GST (where applicable) in connection with or incidental to the application to the relevant authority or the request for the Developer's confirmation shall be borne by the Successful Purchaser.
20. The Successful Purchaser agrees and undertakes that:
  - (a) the Successful Purchaser shall be wholly responsible for the payment of the costs and expenses including GST (where applicable) pertaining to the assignment and/or transfer of the Property favouring the Successful Purchaser, including but not limited to the payment of ad valorem stamp duty; and/or
  - (b) the Successful Purchaser and his/her financier shall not lodge any private caveat on the Master Land; and/or
  - (c) the Successful Purchaser shall comply with all the conditions as may be imposed by the relevant authority (if any).

If the sale is subject to consent of the relevant authority or such other requisite consent and such consent is not obtained for any reason attributable to the Successful Purchaser, it shall not annul the sale nor discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Lender's rights and remedies under this Agreement including the right to terminate in accordance with Clause 14..

21. The Successful Purchaser must comply with all the terms and conditions as imposed by the relevant authorities(if any) before the Completion Period-or such period as may be extended by the Assignee/Lender (whichever is earlier).
22. The Successful Purchaser shall at his own costs and expense take possession of the Property after the payment of the Balance of Purchase Price. The Assignee/Lender or its agents have no obligation to deliver vacant possession of the Property and the Successful Purchaser is **PROHIBITED** from entering the Property before the payment of the Balance of Purchase Price and/or late payment interest (if any).
23. The Successful Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title (including but not limited to the payment of maintenance/service charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the proprietor (if applicable) and the original purchaser] as though the Successful Purchaser were the original party thereto.
24. Upon the issuance of the individual/strata title to the Property, the Successful Purchaser agrees that if the transfer of the Property favouring the Successful Purchaser cannot be registered for any reason attributable to the Successful Purchaser, such non-registration shall not annul the sale or discharge the Successful Purchaser from the purchase without prejudice to any of the Assignee/Lender's rights and remedies under this Agreement including the right to terminate in accordance with Clause 14.
25. Upon receipt of the full payment of the Balance Purchase Price in accordance with Clause 13 above, the Assignee/Lender shall execute or cause to be executed as soon as possible, an assignment of the beneficial interest in the Property in favour of the Successful Purchaser. The assignment shall be prepared by the solicitors for the Successful Purchaser at the Successful Purchaser's cost and expense (including legal fees, stamp duty and registration fees) and upon receipt of the Balance Purchase Price the Assignee/Lender shall deliver to the Successful Purchaser and/or his solicitors as soon as possible all relevant security

documents in relation to the Property (which are in the Assignee/Lender's possession) subject to the rights of the Assignee/Lender to retain the facility agreement (if any) for enforcement of the Assignee/Lender's contractual rights.

26. The Property is believed to be and shall be taken to be correctly described and is sold subject to all express/implied conditions, restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained any rates made but not demanded), encumbrances, rights and/or occupiers, (if any), subsisting thereon or there over without any obligation arising to define the same respectively. The Successful Purchaser is deemed to have full knowledge of the state and condition of the Property and no error, misstatement or misdescription in the Proclamation of Sale shall annul the sale nor is the Successful Purchaser allowed to claim for any compensation in respect of this error, misstatement or misdescription. In the event there is any restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities on the Property, it shall be the duty of the Successful Purchaser to comply with the restrictions-in-interest and/or remove and/or deal with the caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities at its own costs and expenses without any claim or compensation from the Assignee/Lender and ensure that the sale is completed within the time as stipulated herein (or extended time, if any).
27. The Successful Purchaser shall admit and accept the identity of the Property, the position, measurement, boundaries, and the area of the Property as given herein and are believed and taken to be correct. Any discrepancy in the measurements, boundaries and/or area of the Property upon the issuance of the individual/strata title to the Property shall NOT annul this sale and the Successful Purchaser shall be responsible to pay to the Developer/or received any compensation and/or adjustment to the reserve price (if any) corresponding to the variance and/or adjustment to the measurement boundaries and area.
28. The Successful Purchaser admits and confirms that:
  - (a) he has inspected the Property and tendered his bid with full knowledge/notice of the actual state and condition of the Property and takes the Property on an "as is where is" basis;
  - (b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Assignee/Lender, the Auctioneer and/or the Assignee/Lender's Solicitors; and
  - (c) he has purchased and accepted the Property in the condition, state, nature and character in which the Property is in as at the date of the sale and shall not terminate his purchase or to make any claim for compensation or reduction of the purchase price or claim any damages in respect of any misdescription of the position, measurements, boundaries, area, condition, state, nature, character and other aspects of the property.
  - (d) As from the time of the sale of the property, the property shall be at the sole risk of the Successful Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring.
  - (e) The Assignee/Lender does not undertake to deliver vacant possession of the Property to the Successful Purchaser. The Successful Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his/her own costs and expenses take possession of the Property without obligation on the part of the Assignee or its Agent to give vacant possession.
  - (f) The Assignee/ Lender 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/Lender accept no liability for any payment which may be outstanding in respect thereof and the Property is sold subject thereon.
29. The Assignee/Lender gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale or as to the state or condition of the Property other than that the Assignee/Lender is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Assignee/Lender in respect of the Property and all matters in relation hereto.
30. The Assignee/Lender is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Assignee/Lender to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.
31. The Assignee/Lender disclaims all liability in any informal communication between the Successful Purchaser and the Assignee/Lender before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the Property and the sale herein.
32. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.
33. The Assignee/Lender does not warrant, undertake or guarantee that the individual title/strata title to the Property will carry the same conditions, restrictions-in-interest, tenure and endorsements as those currently endorsed on the issue document of title to the Master Land.
34. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the Property shall pass to the Successful Purchaser on the date of auction sale.
35. In the event the sale is set aside or declared null and void at no fault of the Successful Purchaser, the Assignee/Lender shall, subject to the Successful Purchaser first:

- (a) returning to the Assignee/Lender intact the documents evidencing title and other documents which have been delivered to the Successful Purchaser (if any); and
- (b) executing whatever documents that may be required by the Assignee/Lender for the cancellation of the assignment of the Property in favour of the Successful Purchaser or the reassignment of the Property in favour of the Assignee/Lender, as the case may be,

refund (free of interest) to the Successful Purchaser, all moneys received towards payment of the purchase price and upon such refund, the Successful Purchaser shall have no claims whatsoever against the Assignee/Lender or any other person on any account thereof.

- 36. The Assignee/Lender 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 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 nor shall any abatement or compensation be allowed in respect thereof.
- 37. The Assignee/Lender reserves the right to impose such additional terms and conditions in respect of the sale of the Property as the Assignee/Lender deems fit by giving adequate notice from time to time.
- 38. Time shall be of the essence of this contract of sale.
- 39. Any notice, request or demand required to be served on the Successful Purchaser shall be in writing and shall be deemed to be sufficiently served:
  - (a) if it is sent by prepaid registered post to:
    - (i) his address as furnished to the Auctioneer; or
    - (ii) his solicitors,

and such notice, request or demand shall be deemed to have been received at the time when it would in the ordinary course of post be delivered; or

- (b) if it is given by hand to him or his solicitors.

All notices to the Assignee/Lender shall be in writing and shall be served on the Assignee/Lender's Solicitors by A.R. registered post or by hand.

- 40. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Assignee/Lender shall determine such ambiguity or inconsistency and the Assignee/Lender's decision shall be final and binding.
- 41. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
- 42. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
- 43. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.

# CONTRACT

MEMORANDUM :- At the sale by Public Auction this \_\_\_\_\_ of the property comprised in the foregoing particulars identified as \_\_\_\_\_ (“Property”) whereby the rights title interest and benefits of the Property under the Sale & Purchase Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ (“Developer”) and \_\_\_\_\_ (“Purchasers”) which were absolutely assigned to Southeast Asia Special Asset Management Berhad (having been vested with all the rights, benefits and interest of CIMB Bank Berhad in the assigned Property) under the **CHL Facility Agreement (Flexi Type) (Without Title) and Deed of Assignment** both dated \_\_\_\_\_ entered into between the Assignee/Lender and the Assignors \_\_\_\_\_ (Name) \_\_\_\_\_

\_\_\_\_\_ **ABC** \_\_\_\_\_ (“Successful Purchaser”)

\_\_\_\_\_ is the highest bidder for and declared as the Successful Purchaser of the Property for the sum of **RM** \_\_\_\_\_ **(purchase price) (inclusive of GST)** and a sum of **RM** \_\_\_\_\_ has been paid to the Assignee/Lender by way of deposit. The Successful Purchaser agreed to pay the balance of the purchase money and to complete the purchase according to the terms and conditions of the purchase. The Auctioneer hereby confirms the said purchase and the Assignee/Lender acknowledges the receipt of the said deposit.

.....  
Successful Purchaser / Authorised Agents' Signature

Purchase Money	RM _____
Deposit Paid	RM _____
Balance Due	RM _____

\_\_\_\_\_  
For <ABC Auctioneers Sdn Bhd>

\_\_\_\_\_  
Solicitors for the Assignee/Lender

Name :

NRIC No :

The Assignee/Lender wherever mentioned in this Proclamation of Sale shall mean the Assignee/Lender and/or any financial institution's business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Lender and/or any financial institution which changed its name to the Assignee/Lender and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Lender had been a party thereto. The full details of the above may be obtained from the Assignee/Lender upon request.