

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT DATED 31ST DAY OF JULY 2003 AND DEED OF ASSIGNMENT  
DATED 4TH DAY OF SEPTEMBER 2003

BETWEEN

STANDARD CHARTERED BANK MALAYSIA BERHAD (115793 P)

.....Assignee/Bank

AND

KAMARIAH BINTI MOHD JAWA (NRIC No.: 770828-13-5214)  
NOORYAZI BIN MD NOOR (NRIC No.:741030-02-5283/A2873235)

.....Assignors/Borrowers

In the exercise of the rights and powers conferred upon the Assignee/Bank under the Facilities Agreement dated 31st Day Of July 2003 And Deed of Assignment Dated 4th Day Of September 2003 entered into between the Assignor/Borrower and the Assignee/Bank it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by:-

## PUBLIC AUCTION

ON WEDNESDAY THE 29TH DAY OF JUNE 2016  
AT 11:00 AM IN THE MORNING,  
AT MNP AUCTIONEERS (CENTRAL) SDN BHD,  
NO. 161, JALAN SUNGAI PINANG, 10150 PENANG.

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

- 1) Inspect the subject property.
- 2) Obtain a copy of Conditions of Sale and seek legal advice on the Conditions of Sale herein
- 3) Conduct an official search on the Parent Title 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 prior to the auction sale whether or not the Property is reserved for Bumiputra only and/or is a low / medium cost property and whether or not the intending bidder is eligible and qualified to purchase the Property.
- 5) Employees of Standard Chartered Bank Malaysia Berhad Collection Department, solicitors and auctioneers handling this matter, their spouse and/or their children are not entitled to bid at this auction.
- 6) For Foreign Citizen/Foreign Company/Permanent Resident, intending bidders SHALL obtain consent to purchase from the relevant authorities prior to the auction.

### PARTICULARS OF PROPERTY:-

STRATA TITLE NO. : HS(D) 9335, PI No.3916  
Section/Town/District/State : Mukim 12, District of South West , Penang  
Parcel No. : Parcel No. 18, Storey No. 12, Building No. SLC  
Floor Area : 517 sq. feet. (48 sq. metres.)  
Vendor/Registered Proprietor : Sri Merbah Harta Sdn Bhd / Sri Merbah Harta Sdn Bhd  
Purchaser :  
Tenure : Freehold  
Express Conditions : Nil  
Restrictions-In-Interest : Nil  
Encumbrance : Assigned to **Standard Chartered Bank Malaysia Berhad**  
Remarks : Individual / Strata title has been issued / Low Cost Unit

### LOCATION AND DESCRIPTION:-

The subject property is a **two (2) bedroom low cost flat** bearing postal address as **No. 2-12-18, Jalan Merbah, Pusat Bayan, Taman Sri Bayan, 11900 Penang.** **Accommodation:-** Residential.

### RESERVE PRICE:-

The property will be sold on an "as is where is" basis and subject to a reserve price of **RINGGIT MALAYSIA: ONE HUNDRED THOUSAND ONLY (RM 100,000.00)** and the Conditions of Sale by way of Direct Transfer from the above Developer and subject to the consent being obtained by the Purchaser from the relevant authorities, if any, including all term, conditions, stipulations and covenants which were and may be imposed by the relevant authorities. **The successful bidder ("the Purchaser") shall be liable to pay any arrears of maintenance, quit rent, taxes, rates, assessment, charges, Tenaga Nasional Berhad and Telekom Berhad which may be due in respect of the said property together with the payment of administrative cost and legal fees (together with tax under GST where applicable) in respect of the transfer and/or the consent from the Developer and the relevant authorities and any late payment/penalty and other outgoings which may be due to any relevant authorities or the Developer in respect of the said property.**

All intending bidders are required to deposit **10 %** of the fixed reserve price **BY BANK DRAFT** before commencement of Auction made in favour of **STANDARD CHARTERED BANK** for **KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR** to the Assignee. The balance of the purchase price is to be settled **BY BANK DRAFT** made payable to **STANDARD CHARTERED BANK** for **KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR** within **ninety (90) days** from the date of the sale to **MESSRS. Ghazi & Lim, Solicitors** for the Assignee.

For further particulars, please apply to **Messrs. Ghazi & Lim** Solicitors for the Assignee/Bank at **19th Floor, Plaza MWE, No. 8, Lebuhraya Farquhar, 10200 Penang. Tel: 04-2633688 Fax: 04-2633188 (Ref: )** or the under mentioned Auctioneer:-

### GOODS AND SERVICES TAX

The Goods and Services Tax (hereinafter referred to as "GST") means any tax imposed on the supply of goods and services which is imposed or assessed in accordance with the GST and all related legislation imposed by the appropriate authority which affect the sale of the said Property to the Purchaser.

In the event the Assignee/Bank is subject to GST or any tax statutorily imposed by the appropriate authority under this Contract, the Purchaser undertakes to bear any goods and services tax payable by the Assignee/Bank in accordance with the relevant laws of Malaysia in respect of the purchase price received by the Assignee/Bank under and pursuant to this Contract.

In the event any goods and services tax under the Goods and Services Tax Act 2014 ('GST') is payable on the sale of the Property, the Purchaser shall pay the GST in addition to the Purchase Price.

**MNP AUCTIONEERS (CENTRAL) SDN BHD (908971-X)**  
No. 161, Jalan Sungai Pinang, 10150 Penang.  
Tel. No.: (PG): 04-283 3650, H/P: 017-400 6661 / 016-480 6661  
Fax No.: (PG): 04-281 6106  
Email: [sales@mnp.com.my](mailto:sales@mnp.com.my)  
Ref. No.: MNP/SCB/JUN16/1

**SOON CHEE LENG**  
Licensed Auctioneer

## PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN BERTARIKH 31HB JULAI 2003 DAN SURAT IKATAN PENYERAH HAK BERTARIKH 4 HARIBULAN SEPTEMBER 2003

ANTARA

**STANDARD CHARTERED BANK MALAYSIA BERHAD (115793 P)**

.....Pihak Pemegang Serah Hak/Bank

DAN

**KAMARIAH BINTI MOHD JAWA (No. K/P: 770828-13-5214)**  
**NOORYAZI BIN MD NOOR (NRIC No.:741030-02-5283/A2873235)**

.....Pihak Penyerah Hak/Peminjam

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank di bawah Perjanjian Kemudahan Bertarikh 31hb Julai 2003 Dan Surat Ikatan Penyerah Hak Bertarikh 4 Haribulan September 2003 di antara Pihak Penyerah Hak/Pihak Peminjam dan Pihak Pemegang Serah Hak/Bank adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

## LELONGAN AWAM

PADA 29HB JUN 2016 BERSAMAAN HARI RABU,  
JAM 11:00 PAGI, DI MNP AUCTIONEERS (CENTRAL) SDN BHD,  
NO. 161, JALAN SUNGAI PINANG, 10150 PENANG.

**NOTA:-** Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-

- 1) Memeriksa hartanah tersebut
- 2) Mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai syarat-syarat tersebut.
- 3) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang lain
- 4) Membuat pertanyaan dari Pemaju/Pemilik Tanah dan/atau Pihak Berkuasa yang lain termasuk Bahagian Perumahan bagi Negeri yang relevan bagi hartanah kos rendah dan kos sederhana rendah berkenaan dengan kelayakan untuk membeli serta syarat-syarat pindahmilik
- 5) Pekerja-pekerja Standard Chartered Bank Malaysia Berhad, Peguamcara dan Pihak Pelelong serta pasangan dan / atau anak-anak mereka tidak dibenarkan untuk membuat tawaran di dalam lelongan ini.
- 6) Mendapatkan kebenaran dari Pihak Berkuasa sebelum tarikh lelongan jikalau penawar adalah warganegara asing/syarikat asing/penduduk tetap..

### **BUTIR-BUTIR HARTANAH:-**

NO. HAKMILIK : HS(D) 9335, PI No.3916  
Seksyen/Bandar/Daerah/Negeri : Mukim 12, Daerah Barat Selatan , Pulau Pinang  
No. Petak Pemaju : Petak No. 18, Tingkat No. 12, Bangunan No. SLC  
Keluasan Lantai : 517 kaki persegi (48 meter persegi)  
Penjual/Pemilik Berdaftar : Sri Merbah Harta Sdn Bhd / Sri Merbah Harta Sdn Bhd  
Pembeli :  
Pegangan : Selama-lamanya  
Syarat-Syarat Nyata : Tiada  
Sekatan Hakmilik : Tiada  
Bebanan : Diserahhkan kepada **Standard Chartered Bank Malaysia Berhad**  
Lain-lain : Individu / Hakmilik Strata telah dikeluarkan / Unit Kos Rendah

### **LOKASI DAN KETERANGAN HARTANAH:-**

Harta tersebut adalah sebuah rumah pangsa kos rendah dua (2) bilik yang beralamat **No. 2-2-18, Jalan Merbah, Pusat Bayan, Taman Sri Bayan, 11900 Penang.** Akomodasi:- Kediaman.

### **HARGA RIZAB:-**

Hartanah tersebut akan dijual secara "keadaan seperti mana sedia ada" dan tertakluk kepada satu harga rizab sebanyak **RINGGIT MALAYSIA: SATU RATUS RIBU SAHAJA (RM 100,000.00)** dan Syarat-syarat Jualan yang dicetak di Perisytiharan Jualan ini dan dengan cara Penyerahhkan/Pindahmilik Terus dari Pihak Pemegang Serah Hak / Pihak Pemaju dan tertakluk kepada kelulusan diperolehi oleh Pembeli dari mana-mana Pihak Berkuasa berkenaan, jika ada, termasuk semua terma, syarat-syarat, stipulasi dan waad di mana mungkin yang akan dikenakan oleh lain-lain Pihak Berkuasa yang berkenaan. **Penawar yang berjaya harus menyelesaikan apa-apa tunggakan cukai tanah, taksiran, caj, Tenaga Nasional Berhad dan Telekom Berhad yang mungkin tertunggak ke atas harta tersebut berserta dengan bayaran kos pentadbiran dan bayaran guaman (termasuk GST di mana berkenaan) ke atas pindahmilik dan sebarang bayaran lewat/penalti dan bayaran-bayaran lain yang mungkin tertunggak kepada Pihak Berkuasa atau Pihak Pemaju ke atas hartanah tersebut.**

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit dengan Pelelong **10%** dari harga rizab dengan bentuk **BANK DERAJAT** di atas nama **STANDARD CHARTERED BANK** bagi **KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR**, sebelum lelongan awam bermula. Baki harga belian hendaklah diselesaikan oleh pembeli dalam tempoh sembilan puluh (90) hari dari tarikh

jualan dalam bentuk **BANK DERAF**di atas nama **STANDARD CHARTERED BANK** bagi **KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR** kepada **TETUAN Ghazi & Lim**, Peguamcara untuk Pihak Pemegang Serahhak.

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Ghazi & Lim**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di **19th Floor, Plaza MWE, No. 8, Lebuh Farquhar, 10200 Penang. Tel: 04-2633688 Faks: 04-2633188(Ruj: )** atau Pelelong yang tersebut di bawah ini:-

### CUKAI BARANG DAN PERKHIDMATAN

Cukai Barang dan Perkhidmatan ("GST") adalah apa-apa cukai yang dikenakan ke atas pembekalan barangan dan perkhidmatan yang dikenakan atau ditaksirkan menurut Akta Cukai Barang dan Perkhidmatan 2014 dan undang-undang lain yang berkaitan yang dikenakan oleh pihak berkuasa yang berkenaan yang memberi kesan terhadap jualan Hartanah tersebut kepada Pembeli. Sekiranya Pemegang Serahhak/Bank tertakluk kepada GST atau cukai yang dikenakan oleh pihak berkuasa menurut undang-undang di bawah kontrak ini, Pembeli memberi aku janji untuk menanggung segala GST yang perlu dibayar oleh pihak Pemegang Serahhak/Bank menurut peruntukkandibawah undang-undang Malaysia yang berkenaan terhadap hasil jualan yang diterima oleh pihak Pemegang Serahhak/Bankdibawah dan menurut Kontrak ini. Sekiranya, terdapat GST yang perlu dibayar menurut Akta Cukai Barangan dan Perkhidmatan 2014 ("GST"), Pembeli hendaklah membayar GST ke atas harga belian tersebut .

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

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Tel. No.: (PG): 04-283 3650, H/P: 017-400 6661 / 016-480 6661

Fax No.: (PG): 04-281 6106

Email: [sales@mnp.com.my](mailto:sales@mnp.com.my)

Ref. No.: MNP/SCB/JUN16/1

### **SOON CHEE LENG**

Licensed Auctioneer

## CONDITIONS OF SALE

- 1) This sale is made by **STANDARD CHARTERED BANK MALAYSIA BERHAD** ("the Assignee/Bank") in exercise of the rights and powers conferred upon the Assignee/Bank pursuant pursuant to a **FACILITIES AGREEMENT DATED 31ST DAY OF JULY 2003 AND ASSIGNMENT DATED 4TH DAY OF SEPTEMBER 2003** executed by **KAMARIAH BINTI MOHD JAWA**("the Assignors/Borrowers") in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property, on an "as is where is basis" and without vacant possession.
- 2) Subject to the reserve price of **Ringgit Malaysia ONE HUNDRED THOUSAND ONLY (RM 100,000.00)** ("the Reserve Price"), the highest bidder being so allowed by the Auctioneer shall be the Purchaser(s) but the Auctioneers 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 Auctioneers 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.
- 3) The Assignee/Bank be and is hereby at liberty to bid the property (**without having to pay any deposit whatsoever.**) 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 Facilities Agreement and Assignment on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
- 4) The Auctioneer shall have the right to withdraw the property for sale at any time before the fall of hammer and either after or without declaring the reserve price.
- 5) No bid shall be less in advance than the previous bid and a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of hammer, the following shall be applicable;
  - a. In a normal auction, the deposit of 10% of the Reserve Price shall be forfeited to the Assignee; or
  - b. In an auction designated as an "Auction Carnival" by the Assignee, the deposit of RM 1,000.00 shall be forfeited to the Assignee;

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.
- 6) All intending bidders (**with the exception of the Assignee**) are required to deposit with the Auctioneer the following:
  - i. In a normal auction, **10%** of the fixed reserve price for the property by **bank draft** in favour of **STANDARD CHARTERED BANK for KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR** prior to the auction sale; OR
  - ii. In an auction designated as an "Auction Carnival" by the Assignee:
    - i) **10%** of the fixed reserve price for the property by **bank draft** in favour of **STANDARD CHARTERED BANK for KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR** prior to the auction sale; OR
    - ii) a deposit of **RM 1,000.00** by **credit card** ("the Credit Card Deposit") to the Auctioneer prior to the auction sale who shall hold the amount as stakeholder for the Assignee. An administration fee of **Ringgit Malaysia Twenty (RM 20.00)** only shall be imposed for any payment via credit card. However the Auctioneer may with the concurrence of the Assignee or the Solicitors accept the deposit partly by **bank draft** and partly by **credit card**.
- 7) 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/she is acting on behalf of another person, body corporate or firm and he/she is authorized to sign all the necessary documents. 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.
- 8) If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only. If the sale is restricted to Bumiputra only, the intending bidders shall be Bumiputra or Bumiputra incorporated bodies or companies.
- 9) **The Borrower(s)/Assignor(s)/Bankrupt(s)/Liquidator(s)** is/are **NOT** allowed to bid **and/or** act as agents. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent of the Foreign Investment Committee. In the event the Borrower(s)/Assignor(s)/Bankrupt(s)/Liquidator(s) bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the

Property, the bidding deposit or the purchase deposit, as the case may be, shall be forfeited to the Assignee/Bank and the Property may be put up for sale at a date and time to be fixed by the Auctioneer/Assignee. **Without prejudice to Clause 3, employee(s) of the Assignee and or its subsidiaries or related companies, their spouse(s) and/or children are not entitle to bid and/or act as agents at the auction sale.**

- 10) Immediate after the fall of the hammer, the Purchaser(s) (**other than if the Purchaser is the Assignee/Bank**) shall;
- i. In a normal auction, pay to the Assignee's Solicitors, **MESSRS Ghazi & Lim** ("the Solicitors") as stakeholder for the Assignee, the difference between the deposit pursuant to Clause 6(a) above and the sum equivalent to **10%** of the successful bid either in CASH or by **BANK DRAFT** in favour of **STANDARD CHARTERED BANK for KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR**.
  - ii. In an auction designated as an "Auction Carnival" by the Assignee:
    - (i) pay to the Assignee's Solicitors, **MESSRS Ghazi & Lim** ("the Solicitors") as stakeholder for the Assignee, the difference between the deposit pursuant to Clause 6(a) above and the sum equivalent to **10%** of the successful bid either in CASH or by **BANK DRAFT** in favour of **STANDARD CHARTERED BANK for KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR; OR**
    - (ii) within **forty eight (48) hours** of the auction sale (if the intending bidder is successful) to pay the difference between the Credit Card Deposit and the sum equivalent to **10%** of the successful bid by **Bank Draft** in favour of **STANDARD CHARTERED BANK for KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR** to the Assignee's solicitors, **MESSRS Ghazi & Limas stakeholder for the Assignee.**

and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 6 and this Clause shall be treated as payment of deposit and towards part payment of the purchase price and will be held by the Assignee/Bank subject to the provisions of Clause 11 and 15.

- 11) In the event that the Purchaser(s) fails to pay a deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 6 & Clause 10 herein shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a time to be fixed by the Assignee. The deficiency in price (if any) and all costs incurred by the Assignee which may result on a resale or the purchase money if there is no resale as the case may be, shall be recoverable from the defaulting Purchaser(s).
- 12) (a) The balance of the purchase money shall be paid in full by the Purchaser(s) within **NINETY (90) days** from the date of the auction sale ("the Completion Date") by bank draft only drawn in favour of **STANDARD CHARTERED BANK for KAMARIAH BINTI MOHD JAWA & NOORYAZI BIN MD NOOR**. It is hereby agreed between the Assignee/Bank and Purchaser(s) that if the Purchaser(s) shall require extension of time to pay the balance purchase price, the Assignee/Bank may at its absolute grant the Purchaser(s) extension of time and the Purchaser(s) shall pay to the Assignee/Bank as agreed liquidated damages interest at the rate to be determined by the Assignee/Bank on the unpaid balance purchase price, calculated on a day to day basis from the Completion Date to the date of actual payment thereof or such part or parts thereof.
- (b) In the event that a separate individual title for the Property has been issued by the relevant authorities conveying a leasehold tenure and the Bank is required to perfect the transfer in favour of the Assignor/Borrower prior to the Assignee/Bank executing a Memorandum of Transfer in favour of the Purchaser, in such an instance the Completion Date referred in Clause 12(a) above shall only commence from the date notice is given to the Purchaser(s) that the transfer in favour of the Assignor/Borrower has been duly registered and the title deed to the Property has been extracted from the relevant land office.
- 13) The Purchaser shall be liable to pay any arrears of maintenance, quit rent, taxes, rates, assessment, charges, water, sewerage, Tenaga Nasional Berhad, Telekom Berhad and any late payment/penalty and other outgoings which may be due to any relevant authorities or the Developer/Landowner in respect of the said property unless there has been a prior agreement with the Assignee/Bank where the Assignee/Bank at their absolute discretion agrees to absorb the arrears of the maintenance, quit rent, taxes, rates, assessment, charges and outgoings which may be due to any relevant authority or developer in respect of the said property up to the date of the auction only by deducting the same from the proceeds of sale and/or debiting the borrower's account and/or by any other means the bank deems appropriate. For the purposes of this sub-clause, in the event there are charges to be absorbed by the Assignee/Bank, the Purchaser shall have firstly settled all sums outstanding due and owing to the relevant authority or developer in respect of the said Property and forward a copy of the receipt of payment to the Assignee/Bank, within 60 days from the date of auction unless there has been prior agreement by the Assignee/Bank otherwise.
- 14) The Assignee/Bank will bear the costs of all outstanding quit rent and assessment due and owing to the relevant authorities up to the date of the auction by deducting the same from the proceeds of sale and/or debiting the borrowers' account and/or by any other means the Assignee/Bank deems appropriate, provided that the said bills (with outstanding payment duly settled by the Purchaser) are forwarded to the Bank within 60 days from the date of auction.
- 15) In default of such payment of the balance purchase price within the time and in the manner as stipulated in Clause 12 above or in the event the Purchaser becomes a bankrupt or dies prior to the payment of the balance purchase price and interest payable, the deposit paid pursuant to Clauses 6 & 10 above (after defraying expenses to the sale) shall be forfeited by the Assignee/Bank and the property may again be put up for sale at a time, place & reserve price to be fixed 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 on a resale or the balance purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser(s).
- 16) (a) Upon full payment of the balance purchase price in accordance with Clause 12 above, the Assignee/Bank shall execute or cause to be executed as soon as possible at the purchaser(s)'s cost and expenses (including legal fees, stamp duty and registration fees) Assignment/Memorandum of Transfer in favour of the Purchaser(s) of all the rights and benefits under the Principal Sale and Purchase Agreement entered between the Developer/Landowner of the property and the original Purchaser/Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser(s)'s payment of all such cost and expenses of the Assignment/Transfer including the Solicitors' fees and disbursement in preparing the Assignment/Memorandum of Transfer and any administrative or transfer costs or any other outgoings that may be due to or imposed by the Developer/Landowner, the Assignee/Bank shall deliver to the Purchaser(s) or his/her/their solicitor the duly executed Assignment/Memorandum of Transfer, the original Sale and Purchase Agreement/original title (if the same has been deposited with the Assignee/Bank) and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser shall agree that the Assignment/Transfer (including any application for consent to the relevant authorities) to be executed by the Assignee/Bank in favour of the Purchaser shall be prepared by the solicitors for the purchaser in such form and format duly approved by the Assignee/Bank or the Assignee/Bank's solicitors (wherein the Purchaser shall pay the Assignee/Bank's solicitors vetting fee of RM212.00 inclusive of 6% government tax) and the Purchaser shall be liable to all costs and expenses including legal, stamp and registration fees of and incidental to the assignment/transfer of the property).
- (b) In the event that a separate individual title for the Property has been issued by the relevant authorities registered in the name of the Developer and/or the Landowner and the Developer and/or the Landowner not being agreeable to effect a direct transfer of the Property in favour of the Purchaser, in such circumstances the Assignee/Bank shall obtain a Memorandum of Transfer to be executed by the Developer and/or the Landowner in favour of the Assignor/Borrower and the consent to transfer from the relevant authorities (if required) and upon the full payment of the balance purchase price in accordance with Clause 12 above, the Assignee/Bank shall deliver the original title deed to the Purchaser together with a Memorandum of Transfer executed by the Assignee/Bank in its' capacity as the Attorney of the Assignor/Borrower in favour of the Purchaser subject to the Purchaser obtaining the consent to transfer from the relevant authorities (if required) in accordance with Clause 24 herein. All fees, charges and expenses relating to the perfection of the transfer to be registered in the name of the Assignor/Borrower shall be borne by the Assignee/Bank whereas all fees, charges and expenses relating to the perfection of the transfer to be registered in the name of the Purchaser shall be borne by the Purchaser solely.

- 17) Subject to Clause 10 and 11 hereof, in respect of the Property where there is / are outstanding progressive payment(s) due to the Developer, the Purchaser shall:-
- i) In the event that he / she require a loan to enable him/ her to complete the purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, cause his / her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee / Bank from its original undertaking;
  - ii) In the event that he / she shall not require a loan to enable him / her to purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee / Bank from its original undertaking;
  - iii) Any payment due and payable to the Developer after the date of sale, including the balances progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving of any undertaking / bank guarantee stated in Clause 17 (i) and (ii) hereof, shall be borne by the Purchaser absolutely; and
  - iv) In the event that the Purchaser shall fail, neglect and / or refuse to procure a letter of undertaking / bank guarantee mentioned in the manner and at the times reserve in Clause 17 (i) and (ii) hereof, the Assignee shall be entitled to terminate the Sale by a notice in writing to the Purchaser wherein the 10% Deposit referred in Clause 10 shall be forfeited by the Assignee / Bank and the property may again be put up for sale at a date and time to be fixed by the Assignee / Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee / Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 18) As from the time of the sale of the property, the property shall be at the sole risk of the purchaser(s) as regards any loss or damage of whatsoever nature or howsoever occurring.
- 19) The Purchasers shall admit the identity of the property purchased by the Purchaser(s) with that comprised in the Proclamation of Sale and/or muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars of the Proclamation of Sale and muniments respectively.
- 20) The Property is sold strictly on an as is where is basis and without vacant possession and subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser(s) shall deemed to have full knowledge of the state and conditions of the property and the Purchaser made/submitted the bid solely as a result of the Purchaser's own inspection/evaluation and depending on the Purchaser's own skill and judgment and not in reliance on any representation or warranty, whether oral and/or written and/or implied by or from the Assignee/Bank, the Assignee/Bank's personnel, and/or the Auctioneer and/or the Assignee/Bank's solicitors.
- 21) The Assignee/Bank has no notice or knowledge of any encroachment or that 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 the sale or shall any abatement or compensation be allowed in respect thereof.
- 22) The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restriction-in-interest, easement, 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(s) 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.
- 23) In the event of the sale being set aside for any reason whatsoever whether by the Assignee/Bank or by an Order of Court or any legal requirement not being obtained by the Purchaser from the Developer/Landowner or any other relevant authority [other than that due to any act of default and/or omission by the Purchaser(s)], 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(s) to the Assignee/Bank) to the Purchaser(s), free of interest less costs and fees incurred by the Assignee/Bank in connection with or relating to the sale, and the Purchaser(s) shall not be entitled to any claim and demand whatsoever against the Assignee, the Solicitors, the Auctioneer or their respective servants or agents on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser(s). Upon payment by the Assignee/Bank in this clause, the Purchaser(s) shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee/Bank, the Solicitors and the Auctioneer or their respective servants or agents.
- 24) Where applicable, the Purchaser(s) shall from the date of the auction sale apply to and obtain from the Developer/Landowner and/or other relevant authorities (if any) for consent to transfer and the Purchaser(s) has to comply with all the terms and conditions as imposed by the Developer/Landowner or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser(s) and to keep the Assignee/Bank or **MESSRS Ghazi & Lim** informed at all times of the developments. All fess, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser(s) solely. In the event the consent not being obtained from the Developer/Landowner and/or relevant authorities due to the act or default or omissions of the Purchaser or non-compliant of the criteria set by relevant authorities, the Assignee/Bank shall be entitled to forfeit the purchase deposit and all interest (if any) paid pursuant to Clause 6 an 10 above.
- 25) In the event of legally required term & conditions from the Developer/Landowner and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee/Bank then 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(s) towards account of the purchase price free of interest less all costs and fees incurred by the Assignee/Bank in connection with or in relation to the sale herein and the Purchaser(s) shall not be entitled to any claims and demands whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or their respective servants or agents on account thereof.
- 26) The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser(s). The Purchaser(s) after the payment of the balance purchase price in full together with accrued interest thereon, if any 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.
- 27) All necessary investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
- 28) For the purpose of these conditions time shall be the essence of the contract.
- 29) In the event of any discrepancy, mis-statement, omission or error appearing in the various translations on the particulars and conditions herein the English Language version shall prevail.
- 30) In the event of any dispute whatsoever in respect of the sale, the Purchaser(s) hereby expressly agrees to resolve the same with the Assignee/Bank.
- 31) Unless expressly provided herein, the Assignee/Bank, the Solicitors and the Auctioneer or any them or their respective agents or servants shall under no circumstances be liable to any bidder or the Purchaser(s), including but not limited in tort, in relation to any matter or thing arising out of or in connection with , or in respect of the sale of the property whatsoever and however caused or arising.
- 32) All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating the property are made without responsibility on the part of the Assignee/Bank, the Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy

themselves by inspection or otherwise as to correctness of any such statements and neither the Assignee/Bank, the 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 , the subject of the auction.

- 33) In the event that the sale is terminated for any reason whatsoever , the Purchaser(s) shall redeliver vacant possession of the property(if vacant possession of the property is taken by the Purchaser(s)) to the Assignee/Bank at the costs of the Purchaser(s) immediately upon such determination.
- 34) In the event there is any balance of monies due to the Developer by the Assignor under the Original Sale and Purchase Agreement, the Purchaser shall be liable to the Developer such balance ( If any).
- 35) The 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/services 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 Landowner and the original purchaser] as though the Purchaser were the original party thereto.
- 36) The Assignee/Bank and the Auctioneer shall be and are hereby at liberty to postpone, call off the auction sale at any time before the fall of the hammer with or without notice.
- 37) Any notice, request or demand required to be served on the Purchaser shall be in writing and shall be deemed to be sufficiently served if it is sent by prepaid registered post to the Purchaser's address as stated herein; or his solicitors and such notice, request or demand shall be deemed to have been received twenty four (24) hours after it is posted notwithstanding it is subsequently returned undelivered or if it is given by hand to the Purchaser or the Purchaser's solicitors, at the time of delivery. All notices to the Assignee/Bank shall be in writing and shall be served on the Assignee/Bank by A.R Registered Post or by hand.
- 38) Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent/approval of the Foreign investment Committee and/or relevant authorities and the Assignee/Auctioneer/Assignee's solicitors shall at all times not be held liable and/or responsible for any failure/refusal/neglect by the Foreign Citizen/Foreign Company/Permanent Resident to apply and/or obtain such approval (s) and/or consent(s). In the event a bankrupt bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the Property, without the necessary prior approval (s) and/or consent(s) the bidding deposit or the purchase deposit, as the case may be, shall be forfeited to the Assignee and the Property may be put up for sale at a date and time to fixed by the Auctioneer/Assignee

## CONTRACT

**MEMORANDUM:-** At the sale by Public Auction held this **Wednesday, the 29th Day Of June 2016** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under Principal Sale And Purchase Agreement dated 19<sup>th</sup> September 1997 between Mohd Darolazam Bin Dahalan of the one part and Bencon Development Sdn Bhd of the other part and the Sale And Purchase Agreement dated 21st April 2003 entered into between Mohd Darolazam Bin Dahalan of the one part and Nooryazi Bin Md Noor & Kamariah Binti Mohd Jawa of the other in relation to the property identified as Developer's Parcel No 18, Storey No.12, Building No. SLC (P).The highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM(RINGGIT MALAYSIA )** who has paid to the Solicitors abovenamed the sum of **RM(RINGGIT MALAYSIA )** by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

Purchase Money      **RM**

Deposit Money      **RM**

Balance Due      **RM**

1) Purchaser's Name    :-  
    NRIC No                :-  
2) Address                :-  
3) Tel No.                :-

.....  
Signature Of Purchasers / Authorized Agent  
**NAME:**  
**NRIC NO.:**

.....  
SIGNATURE  
For Messrs. MNP Auctioneers (Central) Sdn. Bhd  
LICENSED AUCTIONEER

.....  
SIGNATURE  
Messrs. GHAZI & LIM  
SOLICITORS FOR THE ASSIGNEE