

# PROCLAMATION OF SALE

IN THE MATTER OF THE HOMESMART- I FACILITY AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY ALL DATED THE 18TH DAY OF SEPTEMBER, 2014

BETWEEN

HSBC AMANAH MALAYSIA BERHAD [807705-X]

ASSIGNEE/BANK

AND

FARHAD BIN MOHD AZMI [NRIC No: 850223-14-6041]

ASSIGNOR(S)/CUSTOMER(S)

In exercise of the rights and powers conferred upon the Assignee/Bank under the **Homesmart- I Facility Agreement, Deed Of Assignment, and Power Of Attorney all dated the 18th day of September, 2014** (hereinafter called 'The Security Documents') entered into between the Assignor(s)/Customer(s) and the said Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

**WILL SELL BY  
PUBLIC AUCTION  
ON THURSDAY, 21ST DECEMBER 2017, TIME: 3.00 P.M.  
AT COSMO HOTEL  
HERITAGE ROOM 4 & 5, 2ND FLOOR  
NO. 13-15, LEBOH AMPANG,  
50050 KUALA LUMPUR**

**NOTE:** Prospective bidders are advised to (i) inspect the subject property (ii) seek independent legal advice on the Conditions of Sale herein (iii) conduct an official title search at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the relevant authorities which shall include the Developer prior to the auction sale (v) the Purchase Price and other monies due and payable in relation to the public auction of the above-mentioned Property excludes any Government tax that may be imposed on such payment including Goods and Services Tax that shall be paid by the Successful Bidder.

## PARTICULARS OF TITLE

Status of issuance of strata title has not been confirmed at the time of issuance of this Proclamation of Sale.

**STRATA TITLE / LOT NO** : GRN 314158, Lot No. 108258 (formerly known as HSD 34522, PT No. 48683), Mukim of Dengkil, District of Sepang, State of Selangor Darul Ehsan  
**FLOOR AREA** : Approximately 88.3 square metres  
**DEVELOPER** : Wawasan Rajawali Sdn Bhd  
**ENCUMBRANCE** : Assigned to HSBC Amanah Malaysia Berhad  
**TENURE** : Freehold  
**NOTE** : Bumiputra Unit

## LOCATION AND DESCRIPTION OF THE PROPERTY:

The subject property is a **Duplex Condominium** and identified as **Developer's Parcel No. ET1-20-15, Storey No. 20, Building No. Tower ET1, Eclipse Residence together with Accessory Parcel Nos. ET1-20-15(1), ET1-20-15(2) and ET1-20-15(3)** bearing postal address **Unit No. ET1-20-15, Eclipse Residence, Persiaran Bestari, 63100 Cyberjaya, 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 **RM713,000.00 (RINGGIT MALAYSIA SEVEN HUNDRED AND THIRTEEN THOUSAND ONLY)** and subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to the approval being obtained by the Purchaser from the relevant authorities if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authorities. **Subject to the terms and conditions stated in the Conditions of Sale, any arrears of quit rent, assessments, service/maintenance charges and any other outgoings which may be lawfully due to the Developer or the relevant authorities up to the date of successful sale of the subject property shall be paid out of the purchase money. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the successful 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** only in favour of **HSBC AMANAH MALAYSIA BERHAD** on the day of auction sale and the balance of the purchase money shall be paid by the Purchaser within **ninety (90) days** from the date of auction sale to **HSBC AMANAH MALAYSIA BERHAD**, failing which the deposit shall be forfeited by the Assignee/Bank at its absolute discretion.

**FOR FURTHER PARTICULARS**, please contact **M/S SHEARN DELAMORE** of 7<sup>th</sup> Floor, Wisma Hamzah Kwong Hing, No. 1, Leboh Ampang, 50100 Kuala Lumpur [Ref No: SD (DR) 4318044 (MNS), Tel No. 03-2027 2999, Fax No. 03-2078 5625] Solicitors for the Assignee/Bank herein or the undermentioned Auctioneer

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

Penang Office (Main): No. 161, Jalan Sungai Pinang, 10150 Penang.  
KL Office: No. B-12-12, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.  
Tel. No.: (PG): 04-283 3650, (KL) 03-2161 7772, H/P: 017-400 6661 / 016-480 6661  
Fax No.: (PG): 04-281 6106 / (KL): 03-2181 3198  
Email: [enquiries@mnp.com.my](mailto:enquiries@mnp.com.my)  
Ref. No.: MNP/HSBC/KL/DEC17/2

## **SOON CHEE LENG**

Licensed Auctioneer

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN HOMESMART-I, SURATIKATAN PENYERAHANHAK DAN SURAT KUASA WAKIL KESEMUANYA BERTARIKH 18HB SEPTEMBER, 2014

ANTARA

HSBC AMANAH MALAYSIA BERHAD [807705-X]

PIHAK PEMEGANG SERAHHAK/BANK

DAN

FARHAD BIN MOHD AZMI [No K/P: 850223-14-6041]

PIHAK PENYERAHHAK/PELANGGAN

Dalam menjalankan hak dan kuasa yang telah diberikan kepada Pihak Pemegang Serahhak/Bank di bawah Kemudahan Homesmart-I, Suratikatan Penyerahanhak dan Surat Kuasa Wakil kesemuanya bertariikh 18hb September, 2014 (selepas ini dirujuk sebagai 'Dokumen Sekuriti') di antara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Pelanggan adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Bank tersebut dengan bantuan Pelelong yang tersebut di bawah

## AKAN MENJUAL SECARA LELONGAN AWAM

PADA HARI KHAMIS, BERSAMAAN 21HB DISEMBER 2017  
JAM 3.00 PETANG  
DI HOTEL COSMO  
BILIK HERITAGE 4 & 5, TINGKAT 2  
NO. 13-15, LEBOH AMPANG,  
50050 KUALA LUMPUR

**NOTA** : Bakal-bakal penawar adalah dinasihatkan agar (i) memeriksa harta tersebut (ii) meminta nasihat dari Pihak Guaman mengenai Syarat-Syarat Jualan (iii) membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan (iv) serta membuat pertanyaan dengan pihak-pihak lain yang berkenaan termasuk Pemaju sebelum jualan lelong (v) bahawa Harga Belian dan wang lain yang kena dibayar berkaitan dengan lelongan awam ke atas Hartanah tersebut adalah tidak termasuk apa-apa cukai-cukai Kerajaan yang dikenakan ke atas pembayaran tersebut termasuk Cukai Barang dan Perkhidmatan yang mesti dibayar oleh penawar yang berjaya.

### BUTIR-BUTIR HAKMILIK

Status pengeluaran hakmilik belum disahkan pada masa pengeluaran Perisytiharaan Jualan ini

**NO. HAKMILIK STRATA / LOT** : GRN 314158, Lot No. 108258 (dikenali sebagai HSD 34522, PT No. 48683), Mukim Dengkil, Daerah Sepang, Negeri Selangor Darul Ehsan

**KELUASAN LANTAI** : Lebih kurang 88.3 kaki meter

**PEMAJU** : Wawasan Rajawali Sdn Bhd

**BEBANAN** : Serahhak kepada HSBC Amanah Malaysia Berhad

**PEGANGAN** : Hakmilik Kekal

**NOTA** : Bumiputra Unit

### LOKASI DAN PERIHAL HARTANAH:

Hartanah tersebut adalah **Kondominium Dupleks** dikenali sebagai **No. Petak Pemaju ET1-20-15, Tingkat No. 20, Bangunan No. ET1, Eclipse Residence bersama dengan No Parcel Aksesori: ET1-20-15(1), ET1-20-15(2) dan ET1-20-15(3)** yang beralamat pos di **Unit No. ET1-20-15, Eclipse Residence, Persiaran Bestari, 63100 Cyberjaya, Selangor Darul Ehsan.**

### HARGA RIZAB:

Hartanah tersebut akan dijual dalam "keadaan sepertimana sedjadi" dan tertakluk kepada satu harga rizab sebanyak **RM713,000.00 (RINGGIT MALAYSIA TUJUH RATUS TIGA BELAS RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan dengan cara Penyerahhakan dari Pemegang Serahhak/Bank dan tertakluk kepada Pembeli memperoleh kelulusan untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi, waad di mana mungkin yang akan dikenakan oleh Pihak Berkuasa. **Tertakluk kepada Syarat-Syarat Jualan, segala tunggakan cukai tanah, cukai taksiran, caj perkhidmatan/penyenggaraan dan lain-lain bayaran yang mungkin dikenakan oleh Pemaju atau Pihak Berkuasa yang berkenaan setakat tarikh lelong/jualan akan dibayar daripada harga pembelian. Segala bayaran lain berhubung dengan pindahmilik hendaklah ditanggung oleh Pembeli.**

Bagi penawar-penawar yang berminat adalah dikehendaki mendeposit **10%** daripada harga rizab dalam bentuk **Bank Draf atau Kasyier Order** sahaja di atas nama **HSBC AMANAH MALAYSIA BERHAD** pada hari lelongan awam dan baki wang belian hendaklah dibayar oleh Pembeli dalam tempoh **sembilan puluh (90) hari** dari tarikh jualan kepada **HSBC AMANAH MALAYSIA BERHAD**. Sekiranya pembeli gagal mematuhi syarat tersebut, wang deposit akan dirampas oleh Pihak Pemegang Serahhak/Bank atas budi bicara mutlak.

**UNTUK MENDAPATKAN BUTIR-BUTIR SELANJUTNYA**, sila berhubung dengan **TETUAN SHEARN DELAMORE** di Tingkat 7, Wisma Hamzah Kwong Hing, No. 1, Leboh Ampang, 50100 Kuala Lumpur [No. Ruj: SD (DR) 4318044 (MNS), No. Tel: Tel No. 03-2027 2999, No. Fak: 03-2078 5625], Peguamcara bagi Pihak Pemegang Serahhak/Bank atau Pelelong yang tersebut di bawah.

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

Penang Office (Main): No. 161, Jalan Sungai Pinang, 10150 Penang.

KL Office: No. B-12-12, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

Tel. No.: (PG): 04-283 3650, (KL) 03-2161 7772, H/P: 017-400 6661 / 016-480 6661

Fax No.: (PG): 04-281 6106 / (KL): 03-2181 3198

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

Ref. No.: MNP/HSBC/KL/DEC17/2

### SOON CHEE LENG

Licensed Auctioneer

## CONDITIONS OF SALE

1. **Reserve Price**  
This sale is subject to the Reserve Price.
2. **Bidding**
  - a. No bid shall be withdrawn or be less than the last previous bid.
  - b. Subject to the reserve price, the Auctioneer shall fix the sum to commence bidding and regulate the advance of each subsequent bid.
  - c. The Auctioneer may refuse any bid or bids without giving any reasons.
  - d. Subject to these Conditions, the highest bidder (being so declared by the Auctioneer) shall be the Purchaser.
3. **Assignee/Bank's Rights**  
The Assignee/Bank reserves the following rights:
  - a. to bid without having to deposit with the Auctioneer the requisite ten per centum (10%) of the Reserve Price, by itself or its agent. In the event that the Assignee/Bank is the Purchaser and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor(s)/Customer(s) under the said Security Documents and all costs and expenses of, in connection with and resulting from the sale;
  - b. to withdraw, postpone, call off or adjourn the auction sale of the Property at any time prior to the auction date and before the fall of the hammer with or without notice; and
  - c. to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.
  - d. to terminate the auction sale of the Property after the fall of the hammer with notice in writing.
4. **Withdrawal of Bid**  
Any bidder who makes a bid but withdraws the same before the fall of the hammer, shall have his/her deposit equal to 10% of reserve price forfeited as agreed liquidated damages for payment to the Assignee/Bank. The Auctioneer reserves the right to put the property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.
5. **Prior to the auction**
  - a. the Assignee/Bank reserves the absolute right at any time to vary, alter or add to the Particulars and/or the Conditions of Sale;
  - b. all intending bidders (with exception of the Assignee/Bank) shall deposit with the Auctioneer a sum equal to 10% of the reserve price by way of Bank Draft or Cashier's Cheque made payable to **HSBC AMANAH MALAYSIA BERHAD** failing which they shall not be entitled to bid;
  - c. any person intending to bid on behalf of a company, society, firm or another individual shall deliver to and obtain acknowledgment by the Auctioneer, an authority letter signed by the principal on whose behalf the bidder is bidding and containing the principal's full name, identity and address, failing which, the bidder shall be deemed to contract in his/her own name and not as an agent for another;
  - d. all intending bidders shall be required to show their identity cards to the Auctioneer for identification, failing which, they shall not be entitled to bid;
  - e. for Bumiputra lot, only Bumiputra is allowed to act on behalf of the Bumiputra bidder.
6. **Prohibited To Act/Bid**
  - a. No bankrupt is allowed to bid or act as agent. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the deposit paid, as the case may be, shall be forfeited to the Assignee/Bank and the Property shall be put up for sale again.
  - b. 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 Economic Planning Unit of Prime Minister Department and/or relevant authorities and the Assignee/ Bank/ 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)/ consent(s). In the event a Foreign Citizen/ Foreign Company/ Permanent Resident, makes a bid for the property, without the necessary prior approval(s)/ consent(s) the deposit paid shall be forfeited to the Assignee/ Bank and the Property shall be, put up for sale again.
7. **Sale**  
The Purchaser (except where the Assignee/Bank is bidding) shall as soon as practicable after the fall of the hammer and in any event before leaving the auction venue, sign a form of contract or Memorandum, and on the same day deposit with the Auctioneer further sums by way of cash or cheque crossed "A/C PAYEE ONLY" made payable to **HSBC AMANAH MALAYSIA BERHAD** which sums plus the monies deposited pursuant to Clause 5 above shall make up 10% of the successful bid to be treated as actual deposit PROVIDED that if the Purchaser fails to sign the Memorandum or fails to pay the actual deposit, or if any cheques are dishonored on presentation then Clause 9 shall take effect. The Auctioneer reserves the right to hold the Memorandum until all the cheques for the actual deposit have been cleared.
8. **Completion**

Within 90 days from the date of the auction sale or the extended completion granted by the Assignee/Bank (at the Assignee/Bank's sole discretion subject to payment of interest at the rate of interest to be determined by the Assignee/Bank), the Purchaser shall deposit with the solicitors appointed by the Assignee/Bank simultaneously:

- a a sum equivalent to 90% of the successful bid ("Balance Sum") and interest for the extension period (if any) made payable to **HSBC AMANAH MALAYSIA BERHAD**. The amount of the cheque shall include outstation clearing charges which shall be borne by the Purchaser, failing which, the deficiency shall be recoverable from the Purchaser; and
- b. the Assignee/Bank will execute an assignment (in the form and substance acceptable to the Assignee) and deliver up the Security Documents and any other relevant documents in the custody of the Assignee/Bank to the Purchaser, but such assignment to the chose in action shall be prepared by and at the expense of the Purchaser. Where applicable, the Assignee/Bank shall be entitled to have a sufficient covenant of indemnity inserted in the assignment in order for the Purchaser to assume all liabilities and obligations pertaining to the property. The Assignee/Bank shall not be required to assign the property to any person other than the Purchaser.
- c. Subject to the Clause 8 (a) & (b) above, the Property in which there is/are outstanding progressive payments due to the Developer, the Purchaser shall:-
  - i) In the event that he/she requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within the time stipulated above, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of the Principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;
  - ii) In the event that he/she shall not requires a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated above, provide a bank guarantee in favour of the Developer or pay the balance progressive payment to the Developer according to the schedule of the Principal Sale and Purchase Agreement and to release the Assignee/Bank from its original undertaking;
  - iii) any payments due and payable to the Developer after the date of sale, including the balance progressive payments according to the schedule of the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Successful Purchaser/Successful Purchaser's financier in giving any undertaking/payment stated in Clause 8(c)i) or Clause 8(c)ii) hereof, shall be borne by the Purchaser absolutely.
  - iv) In the event the Successful Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking / bank guarantee / payment mentioned in the manner and at the time stipulated in Clause 8(c)i) or Clause 8(c)ii) hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Successful Purchaser whereon the Deposit referred in Clause 5 shall be forfeited by the Assignee/Bank.
- d. The Purchaser consents to be contacted by the Assignee/Bank for financial services to complete the purchase herein.

#### 9. Default

If the Purchaser defaults in complying with any of the conditions herein or in payment of any sums payable, then the Assignee/Bank may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the monies previously paid pursuant to Clause 5 and Clause 7 (as the case may be) shall be forfeited absolutely by the Assignee/Bank who shall be entitled to put up the property for re-sale again and the costs of such re-sale with the deficiency in price (if any) resulting there-from shall be recoverable as a debt due from the defaulting Purchaser.

#### 10. Quit Rent & Other Outgoings

- a. **Subject to Clause 8(c) above, any arrears of quit rent, assessments and service/maintenance charges and any other outgoings which may be lawfully due to the Developer or the relevant authorities up to the date of successful sale of the subject property shall be borne out of the purchase money provided that the Purchaser shall extract a copy of such bills and request for payment from the Assignee/Bank within 90 days from the date of the sale. Any such sums due and payable after the date of sale shall be borne by the Purchaser absolutely. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental pursuant to the property / the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.**
- b. The Purchaser is responsible to make his/her own enquiries on all liabilities affecting the property and shall be deemed to purchase in all respects subject thereto whether or not he/she makes any enquiry and neither the Assignee/Bank nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall not raise any enquiry, requisition or objection thereon or thereto.
- c. The stamp duty and registration fee and all costs for the Memorandum, the assignment and subsequent transfer (as the case may be) shall be borne and paid by the Purchaser.

#### 10A. Issuance of strata title/individual title

- a. The Purchaser shall at his/her own cost and expense apply to the relevant authorities for approval to transfer in the event that the strata title/individual title of the Property has been issued.

#### 11. Relevant Authorities Approval

The property is sold subject to the Purchaser at own costs undertaking to apply for and obtain the approval (if any) required from the Proprietor and/or State Authorities or other relevant bodies. All sums or dues whatsoever owing to the Proprietor and/or the State Authorities or relevant bodies shall be borne and paid by the Purchaser absolutely. The Purchaser undertakes to keep the Assignee/Bank and/or its solicitors informed of the progress of such applications. No warranty is given by the Assignee/Bank that any of the approval can be obtained, but in the event of:

- a any of the approval not being obtained from the Proprietor and/or State Authorities or other relevant bodies (other than for reasons attributable to any act of default or omission by the Purchaser) on expiry of the time period prescribed for completion: or
- b any of the approval from the Proprietor and/or State Authorities or other relevant bodies shall be subject to conditions which are **not acceptable** to the Assignee/Bank in its absolute discretion; or

c the sale herein being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court;

Subject to Clause 6(b) above, the Assignee/Bank is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his/her own costs to reinstate the property to the original condition as at the date of the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee/Bank within 7 days upon service of the notice terminating the sale; and
- the costs/expenses reasonably incurred by the Assignee/Bank in connection with the sale, as well as the costs to reinstate damage (if any) to the property caused by the Purchaser in possession thereof shall be deducted and set-off against the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee/Bank certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

Subject as aforesaid, the Purchaser shall have no further claim against the Assignee/Bank, its Solicitors nor the Auctioneer for damages, compensation or any cause whatsoever in relation to the sale being terminated as aforesaid.

**12. Vacant Possession**

The property is sold without vacant possession, thereby no warranty is given that the property can be used for occupation and in the event of circumstances existing which prevents entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim a reduction in the price or for damages. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the purchase price in full together with any accrued interest thereon, if any, shall at his/her own cost and expense take possession of the property.

**13. Conditions of Property**

- a. The property is believed and shall be taken to be correctly described and is sold subject to all express and implied conditions, restrictions in interest, easements, common rights, leases, tenancies, occupiers, encroachment, trespass, nuisance, charges, liens, caveats, covenants, liabilities, encumbrances, all public and private rights of way, support, drainage, light and all other rights or other incidents (if any) subsisting thereon without any obligation arising for the Assignee/Bank to define the same respectively and any error, misstatement, omission or mis-description discovered in the contract shall not annul the sale nor shall any compensation be allowed by or to either party in respect thereof. The Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- b. The Purchaser shall be deemed to have inspected and investigated the conditions of the property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the property complies with any relevant building by-laws or legislation. The Purchaser shall take the property as is where is and shall not require the connection of water, electricity or other utilities thereto nor removal of any rubbish thereat. The fact (if such be the case) that the property or renovations thereat may contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- c. 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.

**14. General**

- a. The property is sold subject to any notice of acquisition proceedings, Government road, back lane or other improvement scheme whatever affecting the same, and the Purchaser shall be deemed to have full knowledge of the nature and effect thereof, and shall make no objection or requisition in respect thereof.
  - b. Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his/her own costs insure the same against damages by fire and usual perils.
  - c. All statements contained herein are made without responsibility on the part of the Auctioneer or the Assignee/Bank or its Solicitors and are statements of opinions and are not to be taken as or implying a statement or representation of fact and any intending Purchaser must satisfy himself by inspection or otherwise as to the correctness of each statement contained herein.
  - d. The Assignee/Bank does not make or give and neither the Auctioneer nor any person in the employment of the Auctioneer has any authority to make or give any representation or warranty in relation to the property.
  - e. The Purchaser shall appoint his/her own legal counsel and advisor for purposes of all searches and enquiries normally made by a prudent purchaser, and to have knowledge of all matters which would have been disclosed thereby and shall purchase subject to such matters and to such matters of which the Purchaser may have actual knowledge.
  - f. The Assignee/Bank, its Solicitors and the Auctioneer or its agents or employees shall not be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matters arising from, or in connection with, the auction or sale of the property.
  - g. Time wherever mentioned in these Conditions, shall be of the essence of contract.
  - h. Where two or more persons, firms or corporations are parties to the Agreement their obligations shall be joint and several. The singular includes the plural and vice versa and words importing one gender only include all other genders.
  - i. In the event of any discrepancy appearing in the various translations of these Conditions, the English version shall prevail. The headings are for ease of reference only and shall not be construed as forming part of these Conditions.
  - j. the expression "the Purchaser" include his/her heirs, personal representative, where two or more persons are included, this Conditions of Sale bind such persons jointly and severally.
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# CONTRACT

**MEMORANDUM:** At the sale by Public Auction this **21st day of December, 2017** of the property comprised in the foregoing particulars that is to say the rights title interest and benefits under the said **Homesmart- I Facility Agreement, Deed Of Assignment and Power Of Attorney all dated the 18th day of September, 2014** and in relation to the said property, the highest bidder stated below has been declared as the Purchaser(s) of the said property for the sum of **RINGGIT MALAYSIA** \_\_\_\_\_, who has paid to the Auctioneer abovenamed the sum of **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 Solicitors hereby confirms the said purchase and the Auctioneer acknowledges receipt of the said deposit.

PURCHASER(S)'S NAME: \_\_\_\_\_

**Purchase Money** RM \_\_\_\_\_

\_\_\_\_\_

**Deposit Money** RM \_\_\_\_\_

NRIC NO: \_\_\_\_\_

**Balance Due** RM \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No: \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF PURCHASER(S)/  
PURCHASER(S)'S AUTHORISED AGENT**

\_\_\_\_\_  
**SIGNATURE  
M/S SHEARN DELAMORE  
SOLICITORS FOR THE ASSIGNEE/BANK**

**NAME :**

\_\_\_\_\_  
**SIGNATURE  
LEONG WYE HOONG  
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