

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT (FIRST PARTY ASSIGNMENT)  
AND POWER OF ATTORNEY (FIRST PARTY) ALL DATED 19<sup>TH</sup> DAY OF AUGUST, 2004

BETWEEN

RHB BANK BERHAD (Co. No. 6171-M)

Assignee/Bank

AND

HEONG POH WAH (NRIC NO.: 680801-08-5588/A1082457)

Assignor/Borrower

In the exercise of the rights and powers conferred upon the Assignee/Bank under the matter of **Facilities Agreement, Deed Of Assignment (Third Party Assignment) and Power of Attorney (Third Party)** all dated 19<sup>th</sup> day of August, 2004 entered into between the Assignors/Borrowers and the said Assignee/Bank it is hereby proclaimed at the Assignee/Bank with the assistance of the undermentioned Auctioneer will sell the property described below by:-

## PUBLIC AUCTION

ON THURSDAY, THE 08<sup>TH</sup> DAY OF NOVEMBER, 2018

AT 7.45 P.M. IN THE NIGHT,

VENUE: AUCTION ROOM OF "MESSRS NG CHAN MAU & CO. SDN. BHD."  
UNIT NO. 6 (B-0-6), GROUND FLOOR, BLOCK B, MEGAN AVENUE II,  
NO. 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

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
- 5) **Check and verify whether this sale is subject to any tax liability.**

### PARTICULARS OF PROPERTY:-

Strata Title No.	: PN 92535/M2/3/71, Lot 54683
Mukim / District / State	: Pekan Baru Sungai Buloh / Petaling / Selangor Darul Ehsan
Developer's Parcel No.	: No. B-1-10, Storey No. 1, Building No. B, D'Limba Phase 1, Seksyen 11 Kota Damansara, Selangor
Tenure	: 99-years leasehold interest expiring on 01.11 2109
Floor Area	: 1,001.0 sq. ft. (93.0 sq.m.)
Vendor	: Perbadanan Kemajuan Negeri Selangor
Purchaser / Beneficial Owner	: <b>Heong Poh Wah</b>
Encumbrances	: Assigned to <b>RHB BANK BERHAD</b>
Express Condition	: Bangunan Kediaman
Restriction-in-Interest	: Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri.

### LOCATION AND DESCRIPTION:-

The subject property is an **apartment unit** and bearing postal address of **No. B-1-10, Pangsapuri D'Limba, No. 11, Jalan Kenyalang 11/14, Section 11, PJU 5, Kota Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan. Accommodation:-** Living area, dining area, master bedroom with attached bath/water closet, 2 other bedrooms, yard, bath/water closet, kitchen, and terrace.

### RESERVE PRICE

The property will be sold on an "as is where is" basis, subject to a reserve price of **RM440,000.00 (RINGGIT MALAYSIA FOUR HUNDRED FOURTY THOUSAND ONLY)**, subject to the Conditions of Sale and by way of an Assignment from the Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the relevant authority.

All intending bidders are required to deposit **10%** of the fixed reserve price by **bank draft / cashier's order** only in favour of **RHB Bank Berhad** prior to the auction sale with the undermentioned Auctioneer and the balance of the purchase price to be paid within **ninety (90) days** from the date of auction sale to **RHB Bank Berhad via bank draft / RENTAS. Details of payment via RENTAS, please liaise with Messrs Mazwan Pathma & Co.**

For further particulars, please apply to **Messrs. Mazwan Pathma & Co., Solicitors for the Assignee/Bank at No. 38-1, Jalan Telawi Bangsar Baru, 59100 Kuala Lumpur. (Ref No.: R.153(L)/1966/zb Tel No. : 03 2282 9905 Fax No.: 03-2282 7909)** or the under mentioned Auctioneer:-

**EHSAN AUCTIONEERS SDN. BHD. (Co. No. 617309-U)**

Suite C-20-3A, Level 20, Block C, Megan Avenue II,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur,  
Tel No.: 03-2161 6649 Fax No.: 03-2161 6648

Our Ref: **MALA/RHB4908/MPC**

Website: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

E-mail: [hema@ehsanauctioneers.com](mailto:hema@ehsanauctioneers.com)

HP NO. : 016 2161 047 (CALL, WHATSAPP & SMS)

**DATO' HAJI ABDUL HAMID BIN P.V. ABDU (D.I.M.P)**

**/ ABDUL RAHIM BIN HUSSIN**  
(Licensed Auctioneers)

# PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN, SURATIKATAN PENYERAHAN HAK  
(PENYERAHAN HAK PIHAK PERTAMA) DAN SURAT KUASA WAKIL (PIHAK PERTAMA)  
KESEMUAANYA BERTARIKH 19HB OGOS, 2004

ANTARA

RHB BANK BERHAD (No. Syarikat 6171-M)

Pihak Pemegang Serah Hak/Bank

DAN

HEONG POH WAH (NO. K/P: 680801-08-5588/A1082457)

Pihak Penyerah Hak/Peminjam

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank di bawah Perjanjian Kemudahan, Suratikatan Penyerahan Hak (Penyerahan Hak Pihak Pertama) dan Surat Kuasa Wakil (Pihak Pertama) kesemuanya bertariikh 19hb Ogos, 2004 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 08HB NOVEMBER, 2018 BERSAMAAN HARI KHAMIS, JAM 7.45 MALAM**  
**TEMPAT: DI BILIK LELONGAN "TETUAN NG CHAN MAU & CO. SDN. BHD."**  
**NO. UNIT 6 (B-0-6), TINGKAT BAWAH, BLOK B, MEGAN AVENUE II,**  
**NO. 12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.**

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 berkenaan dengan syarat-syarat pindahmilik.
- 5) **Membuat carian tentu-sah iaitu adakah jualan hartanah tersebut akan dikenakan cukai.**

### BUTIR-BUTIR HARTANAH:-

No. Hakmilik Strata : PN 92535/M2/3/71, Lot 54683  
Pekan/Daerah/Negeri : Pekan Baru Sungai Buloh / Petaling / Selangor Darul Ehsan  
No. Petak Pemaju : No. B-1-10, Tingkat No. 1, Bangunan No. B, D'Rimba Fasa 1, Seksyen 11 Kota Damasara, Selangor  
Pegangan : Pajakan Selama 99 tahun berakhir pada 01.11.2109  
Keluasan Lantai : 1,001.0 sq. ft. (93.0 sq.m.)  
Penjual : Perbadanan Kemajuan Negeri Selangor  
Pemilik Benefisial : **Heong Poh Wah**  
Bebanan : Diserahhkan kepada **RHB BANK BERHAD**  
Syarat-Syarat Nyata : Bangunan Kediaman  
Sekatan Kepentingan : Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri.

### LOKASI DAN KETERANGAN HARTANAH:-

Harta tersebut adalah sebuah unit apartmen beralamat pos di of No. B-1-10, Pangsapuri D'Rimba, No. 11, Jalan Kenyalang 11/14, Section 11, PJU 5, Kota Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan. Akomodasi:- Ruang tamu, ruang makan, bilik tidur utama dengan bilik mandi/tandas, 2 bilik tidur lain, laman, bilik mandi/tandas, dapur, dan teres.

### HARGA RIZAB:-

Hartanah tersebut akan dijual secara "keadaan sepertimana sedia ada" tertakluk kepada satu harga rizab sebanyak **RM440,000.00 (RINGGIT MALAYSIA EMPAT RATUS EMPAT PULUH RIBU SAHAJA)** akan dijual mengikut Syarat-syarat Jualan dengan cara Penyerahhkan dari Pihak Pemegang Serahhkan tertakluk kepada Pembeli memperoleh kebenaran untuk pindahmilik daripada Pihak Berkuasa yang berkenaan, sekiranya ada termasuk semua terma, syarat-syarat, stipulasi dan waad dimana mungkin yang akan dikenakan oleh Pihak Pemaju dan lain-lain Pihak Berkuasa yang berkenaan.

Semua Penawar yang ingin membuat tawaran adalah dikehendaki membayar wang Pendahuluan sebanyak **10%** dari harga rizab dalam **bank draf / kasyier order** kepada **RHB Bank Berhad** sebelum jualan lelongan dimulakan kepada Pelelong dan bakinya hendaklah dibayar dalam tempoh **sembilan puluh (90) hari** dari tarikh lelongan awam kepada **RHB Bank Berhad melalui bank draf/ Rentas**. Butiran bayaran melalui **RENTAS**, sila berhubung dengan **Tetuan Mazwan Pathma & Co.**

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Mazwan Pathma & Co.**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di **No. 38-1, Jalan Telawi Bangsar Baru, 59100 Kuala Lumpur**. (No. Ruj : R.153(L)/1966/zb No. Tel: 06-03-2282 9905 No. Faks: 03-2282 7909) atau Pelelong yang tersebut di bawah ini:-

**EHSAN AUCTIONEERS SDN. BHD. (Co. No. 617309-U)**

Suite C-20-3A, Level 20, Block C, Megan Avenue II,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur  
Tel No.: 03-2161 6649 Fax No.: 03-2161 6648

No. Ruj: **MALA/RHB4908/MPC**

Website: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

E-mail: [hema@ehsanauctioneers.com](mailto:hema@ehsanauctioneers.com)

HP NO. : 016 2161 047 (CALL, WHATSAPP & SMS)

**DATO' HAJI ABDUL HAMID BIN P.V. ABDU (D.I.M.P)**

**/ ABDUL RAHIM BIN HUSSIN**  
(Pelelong Berlesen)

# CONDITIONS OF SALE

1. This sale by Public Auction is made by **RHB BANK BERHAD** (the Assignee/Bank) in exercise of the rights, powers and remedies conferred upon the Assignee/Bank pursuant to the **Facilities Agreement, Deed Of Assignment (Third Party Assignment) and Power of Attorney (Third Party) all dated 19<sup>th</sup> day of August, 2004** executed by **Heong Poh Wah** (the Assignor/Borrower) and 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.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up again for sale or put the property at the last undisputed bid or withdraw the property from auction sale.
3. The Assignee/Bank be and is hereby at liberty to bid for the property at the sale (**without having to pay any deposit whatsoever**). The Auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event 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 **Facilities Agreement, Deed Of Assignment (Third Party Assignment) and Power of Attorney (Third Party) all dated 19<sup>th</sup> day of August, 2004** 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. No bid shall be less than the last previous bid and the 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 the hammer, the deposit of **10%** of the reserve price shall be forfeited to the Assignee/Bank and the property shall, at the option of the Assignee/Bank, be put up for sale again or the Assignee/Bank may decide to adjourn the auction sale to another date.
5. All intending bidders (**with the exception of the Assignee/Bank**) are required to deposit with the Auctioneer the sum equivalent to **10%** of the fixed reserve price for the property by **bank draft or cashier's order** only made in favour of **RHB BANK BERHAD** prior to the auction sale. However the Auctioneer may with the concurrence of the Assignee/Bank or the Solicitors accept the deposit partly by bank draft or cashier's order and partly in cash or wholly in cash. 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 authorised to sign all the necessary documents. All intending bidders shall be required to verify their identities by showing to the Auctioneer their identity cards prior to the commencement of the auction, failing which, they shall not be entitled to bid. In the event that the Bumiputra lot is sold to a non Bumiputra or if the successful bidder is below the age of 18 or is an undischarged bankrupt or is not legally competent to purchase the property, then such sale shall be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put up the property for sale. A foreign citizen/foreign company may be allowed to bid for the property and if the bid is successful, the sale is subject to the foreign citizen/company applying and obtaining at his/her/its own cost to the Foreign Investment Committee (if applicable) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 8 hereof.
6. Immediately after the fall of the hammer, the Purchaser (**other than the Assignee/Bank if it is the Purchaser**) shall pay to the Assignee, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to **10%** of the successful bid either in **CASH or BANK DRAFT** in favour of **RHB BANK BERHAD** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee/Bank subject to the provisions of Clauses 7 and 9.
7. In the event the Purchaser fails to pay a deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 or Clauses 5 and 6 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/Bank and the cost of such resale together with the deficiency in price (if any) which may result from the resale or the balance of the purchase price if there is no resale (as the case may be) shall be recoverable from the defaulting Purchaser.
8. **The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank or to the Solicitors within ninety (90) days from the date of the auction sale by**
  - 8.1 **bank draft or cashier's order only in favour of RHB BANK BERHAD: OR**
  - 8.2 **to remit payment directly to the Assignee/Bank via RENTAS subject to Clause 34 herein****The period of 90 days will not be extended by the Assignee unless the Purchaser shall have, prior to the expiry of the said period, issue a written request to the Assignee/Bank applying for an extension of time and the Assignee/Bank may in its absolute discretion (i) agree to grant the extension of time unconditionally, or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited, or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of late payment interest at such rate as the Assignee/Bank shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.**
9. In default of such payment of the balance of the purchase price within the time and in the manner stipulated in Clause 8 above, the deposit paid pursuant to Clauses 5 and 6 above shall be forfeited by the Assignee/Bank and the property may be put up for re-sale at a time, place and 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 from a resale or the balance of the purchase price if there is no re-sale, (as the case may be), shall be recoverable from the defaulting Purchaser.
10. Upon full payment of the balance of the purchase price in accordance with Clause 8 above and subject to the consent to transfer from the Developer/Vendor\*\* and/or any relevant authorities, (if applicable) being obtained by the Purchaser, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon the Purchaser's payment of all such costs and expenses of the said Assignment including the Solicitors' fees and disbursements in preparing the said Deed of Assignment and any administrative or transfer costs or any other maintenance/service charges and outgoings that may be due to or imposed by the Developer/Vendor\*\* and/or any relevant authorities notwithstanding that in the consent letter, the Developer may require such payments to be paid by the Assignee/Bank, the Assignee/Bank shall deliver to the Purchaser or his/her Solicitor the duly executed Deed of Assignment, the original Sale and Purchase Agreement and original copy of the Loan/Facilities Agreement and Deed of Assignment/Loan Agreement Cum Assignment and other security documents (if any) and if any of the aforesaid documents is not available, the Assignee/Bank shall provide certified copies thereof. For this purpose, the Purchaser hereby agrees that the Deed of Assignment to be executed by the Assignor shall be in the form duly approved by the Assignee/Bank. \*The Purchaser undertakes to forward to the Developer the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the full payment of all sums and outgoings due to the Developer under the Sale and Purchase Agreement as required by Section 22D(2) of the Housing Development (Control and Licensing) Act, 1966 within fourteen (14) days from the date of stamping of the Deed of Assignment and to forward a copy of the covering letter/acknowledgement receipt to the Assignee/Bank or the Solicitors.\*

11. As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser as regards to any loss or damage of whatsoever nature or howsoever occurring.
12. The Purchaser shall be deemed to have inspected the property and therefore admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
13. **Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee/Bank in granting the consent to the sale herein (if applicable), it is hereby agreed that any arrears of quit rent, taxes, maintenance charges, assessment rate, insurance, sinking fund and late charges and other outgoings (hereinafter collectively referred to as "outstanding charges") which may be lawfully due (the Bank reserves the right to refuse to pay any sums not lawfully due and/or those sums that are time barred) to any relevant authority or the Developer or to the joint Management Committee or to any body/corporation/entity responsible for managing/maintaining the property up to the date of auction sale of the subject property shall be paid by the Assignee/Bank out of the balance purchase money.**
  - 13.1 It shall be the responsibility of the Purchaser to check with relevant authority or the Developer on the outstanding charges and submit claim to the Assignee/Bank within **90 days** from the auction date or extended terms **as agreed by the Assignee/Bank** failing which the claim(s) may not be entertained by the Assignee/Bank. All claims will be paid out from the purchase price subject to claims not exceeding 50% of the purchase Price.
  - 13.2 All outstanding charges incurred after the date of successful auction shall be borne by the Purchaser. Nothing herein shall impose any obligation on the part of the Assignee/Bank to pay any outstanding water, electricity, telephone, sewerage or other charges of personal nature due and payable by the Assignor/customer to the relevant authority or the developer. In this regard, it shall be the duty of the Purchaser to obtain "at their own cost the particulars as stated in Section 22D (4) of the Housing Development (Control and Licensing) Act, 1966 and to obtain" copies of the outstanding charges from the relevant authorities and/or the total amount due to the Developer under the Sale and Purchase Agreement and to forward copies thereof together with the calculations as to the apportionment of the respective parties liability thereof to the Solicitors for approval.
  - 13.3 The Purchaser shall bear Administrative Fee to the Developer and pay all fees and expenses including but not limited to all legal fee, stamp duty and registration fees in connection with, incidental to or pursuant to the Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
  - 13.4 Unless otherwise agreed by the Assignee/Bank (subject to such terms and conditions as the Assignee/Bank may in its absolute discretion impose), **undisbursed loan sum due to the Developer under the Progressive Loan Facility (if applicable)** and/or any other monies payable to the Developer and/or Proprietor or any other relevant authority in respect of the property shall be born solely by the Purchaser.
14. **The Purchaser is liable to any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. In the event that there is tax payable the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.**
15. Any other charges as at the date of the auction sale not specified in Clause 13, 13.1, 13.2, 13.3 and 13.4 above (including but not limited to telephone bills, water bills, electric bills and sewerage charges), which is outstanding, shall not be borne by the Assignee/Bank.
16. The property is sold subject to all existing easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, rights and liabilities subsisting thereon or there over, express conditions and restrictions-in-interest and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
17. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.
18. The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or there over without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition 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.
19. In the event the sale being set aside for any reasons whatsoever whether by the Assignee/Bank or by an Order of Court or consent not being obtained by the Purchaser from the Developer/Vendor\*\* or any other relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Assignee/Bank shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee/Bank) to the Purchaser, free of interest less costs, expenses and/or fees incurred by the Assignee/Bank in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, its Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee/Bank verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee/Bank under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee/Bank, its Solicitors and the Auctioneer or their respective servants or agents.
20. The Purchaser shall within **ninety (90) days** from the date of the auction sale herein apply to and obtain from the Developer/Vendor\*\* and/or other relevant authorities (if applicable) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer/Vendor\*\* or other relevant authorities (if applicable) in granting the said consent to transfer or assigning to the Purchaser within the said period of **ninety (90) days** or within such period as may be specified by the Developer/Vendor\*\* and/or the relevant authority (if applicable), whichever is earlier and to keep the Assignee/Bank or the Assignee's Solicitors informed at all times of the developments and to forward a copy of the consent to the Assignee's Solicitor upon receipt of the same. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
21. In the event there is any restriction-in-interest on the property it is the duty of the Purchaser to comply with the restriction-in-interest and ensure that the sale is completed **within 90 days** from the date of the successful auction subject to Clause 8 above.
22. In the event the consent from the Developer/Vendor\*\* and/or other relevant authorities shall be granted subject to the conditions which are not acceptable to the Assignee/Bank then the Assignee/Bank shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser towards the 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 shall not be entitled to any claims and/or demands whatsoever against the Assignee/Bank, its Solicitors, the Auctioneer or their respective servants or agents.

23. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The 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/Bank or its Agent to give vacant possession.
24. 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.
25. All necessary inquiries and investigations 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. All intended bidders including the Purchaser shall be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
26. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.
27. Unless expressly provided herein, the Assignee/Bank, the Assignee's Solicitors and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any dispute or issues arising out of, in connection with, or in respect of the sale of the property whatsoever and howsoever caused arising.
28. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee/Bank, the Assignee's Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All intending bidders must satisfy themselves by inspection or otherwise as to the accuracy and correctness of any such statements and neither the Assignee/Bank, its Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the property.
29. In the event the sale is terminated for any reasons whatsoever, the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.
30. The Assignee/Bank and the Auctioneer shall be and are hereby at liberty to postpone, call off, adjourn, stand down or vacate the auction sale at any time before the fall of the hammer with or without notice.
31. Time whenever mentioned shall be of essence of this Conditions of Sale.
32. The successful Purchaser is advised to appoint a Solicitor to act for the successful Purchaser and in the event no Solicitor is appointed, the successful Purchaser is deemed to have elected to be unrepresented in this sale.
33. In the event of any discrepancy, mis-statement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.
34. If the payment of the balance purchase price under Clause 8 above is made by way of remittance directly to the Assignee/Bank via RENTAS, payment must be made accompanied with the following details:-

For Conventional Accounts (where Assignee/Bank is RHB Bank Berhad)

1. Beneficiary A/C: **18-0903-0018** RENTAS Code: **RHBBMYKL**
2. Beneficiary Name: **RHB Bank Berhad – LRS CCRD**
3. Payment Reference: **71423100033505**
4. Borrower Name: **HEONG POH WAH**
5. Assignee's NPL Reference No: **R.153(L)/1966/zb**
6. Solicitors for the Assignee/Bank Ref No: **MLN8210**

The Assignee/Bank or the Solicitors for the Assignee/Bank will not be responsible for any delay/costs arising from incorrect/incomplete/omission of RENTAS remittance details. Upon payment via RENTAS, the Purchaser shall immediately forward the RENTAS Credit Payment Advice with the details above to the Assignee/Bank or to the Solicitors for the Assignee/Bank.

**Note 1:** \* Applicable only for properties that comes within the definition of 'housing accommodation' under the Housing Development (Control and Licensing) Act, 1966 hereinafter referred to as the 'Residential Properties'.

**Note 2:** \*\* Applicable for properties other than Residential Properties.

# CONTRACT

**MEMORANDUM:-** At the sale by Public Auction held this **08<sup>th</sup> day of November, 2018** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale and Purchase Agreement 11<sup>th</sup> day of January, 2004** between **PERBADANAN KEMAJUAN NEGERI SELANGOR** (The Vendor) of the one part, and **HEONG POH WAH** (The Purchaser) of the second part in relation to the property identified as **Developer's Parcel No. B-1-10, Storey No. 1, Building No. B, D'Limba Phase 1, Seksyen 11 Kota Damasara, Selangor** and bearing postal address of **No. B-1-10, Pangsapuri D'Limba, No. 11, Jalan Kenyalang 11/14, Section 11, PJU 5, Kota Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM\_\_\_\_\_** who has paid to the Solicitors abovenamed the sum of **RM\_\_\_\_\_** 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.

**PURCHASER'S PARTICULARS: -**

\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE MONEY** : RM \_\_\_\_\_

**Taxes if applicable** : RM \_\_\_\_\_

**DEPOSIT MONEY** : RM \_\_\_\_\_

**BALANCE DUE** : RM \_\_\_\_\_

.....  
(Signature of Purchaser/s Authorized Agent)

.....  
SIGNATURE

**FOR MESSRS. EHSAN AUCTIONEERS SDN. BHD.  
DATO' HAJI ABDUL HAMID BIN P.V. ABDU (D.I.M.P)  
/ ABDUL RAHIM BIN HUSSIN  
LICENSED AUCTIONEERS**

.....  
SIGNATURE

**FOR MESSRS. Mazwan Pathma & Co  
SOLICITOR FOR THE ASSIGNEE**