

# PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN JUALAN HARTANAH, PERJANJIAN BELIAN HARTANAH DAN SURATIKATAN PENYERAHANHAK (SECARA SEKURITI) KESEMUANYA BERTARIKH 13HB MAC, 2002

ANTARA

BANK ISLAM MALAYSIA BERHAD (NO. SYARIKAT 98127-X)

PIHAK PEMEGANG SERAH HAK/PEMBERI PEMBIAYAAN

DAN

YAP SWEE SEN (NO. K/P: 731019-01-5181/A2561937)

PIHAK PENYERAHHAK/PIHAK PELANGGAN

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Pemberi Pembiayaan di bawah Perjanjian Jualan Hartanah, Perjanjian Belian Hartanah Dan Suratikatan Penyerahanhak (Secara Sekuriti) Kesemuanya Bertarikh 13hb Mac, 2002 di antara Pihak Penyerahhak/Pihak Pelanggan dan Pihak Pemegang Serah Hak/Pemberi Pembiayaan adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Pemberi Pembiayaan dengan dibantu oleh Pelelong yang tersebut di bawah akan menjual hartanah yang diterangkan di bawah secara:-

## LELONGAN AWAM

**PADA HARI RABU, 25HB NOVEMBER, 2020, JAM: 10.30 PAGI  
DI BILIK LELONGAN TETUAN ESZAM AUCTIONEER SDN BHD  
DI SUITE F1/15, TINGKAT SATU, LUCKY PLAZA, JALAN DATO' LEE FONG YEE,  
7000 SEREMBAN, NEGERI SEMBILAN.**

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

- 1) Memeriksa hartanah tersebut
- 2) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang lain
- 3) Membuat pertanyaan dari Pemaju/Pemilik Tanah dan/atau Pihak Berkuasa yang lain berkenaan dengan syarat-syarat pindahmilik.
- 4) Mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai syarat-syarat tersebut.
- 5) Penawar yang berjaya bertanggungjawab untuk mendapatkan kebenaran Pemaju untuk pindahmilik terus kepada namanya sekiranya hakmilik individu telah dikeluarkan.

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

No. Hakmilik Strata/No. Lot	:	Hakmilik Strata belum dikeluarkan
No. Hakmilik Induk/No. Lot	:	HSD 37751, PTB 4573 Bandar Penggaram, Daerah Batu Pahat, Negeri Johor
No. Petak Pemaju	:	Lot No. 2-12, Tingkat 2, Lian Hoe Plaza.
Pegangan	:	Selama-lamanya
Keluasan Lantai	:	Lebih kurang 545.19 kaki persegi
Penjual	:	Robert & Stanley Development Sdn Bhd (No. Syarikat : 386593-A)
Pemilik Berdaftar/Pemilik Tanah	:	Lian Yew Realty Sdn Bhd (No. Syarikat : 13080-K)
Pemilik Benefisial	:	Yap Swee Sen (No. K/P: 731019-01-5181/A2561937)
Syarat Nyata	:	i) Tanah ini hendaklah digunakan untuk bangunan Kompleks Perdagangan, Cinepleks, Hotel dan Lapangan Kereta jenis kekal, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii) Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan / dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan. iii) Segala dasar dan syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi.
Sekatan Kepentingan	:	a. Tuanpunya tanah tidak dibenarkan menjualkan unit-unit (parcel) bangunan yang akan dibina di atas tanah ini melainkan bangunan telah mula dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. b. Hakmilik tanah ini apabila dipecahkan kepada Hakmilik 'Strata' pecahan Hakmilik strata tersebut apabila sahaja bertukar hakmilik kepada seorang Bumiputera/Syarikat Bumiputera maka tidak boleh terkemudian daripada dijual, dipajak, digadai atau dipindahmilik dengan apa cara sekalipun kepada orang yang Bukan Bumiputera/Syarikat Bukan Bumiputera tanpa persetujuan Penguasa Negeri. c. Pecahan Hakmilik Strata daripada hakmilik ini tidak boleh dijual atau dipindahmilik dengan apa cara sekalipun kepada Bukan Warganegara tanpa persetujuan Pihak Berkuasa Negeri.
Bebanan	:	Diserahhak kepada Bank Islam Malaysia Berhad

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

Hartanah tersebut merupakan **sebuah unit pejabat** yang beralamat pos di **Unit No. 2-12, Tingkat 2, Plaza Lian Hoe, Jalan Abu Bakar, Bandar Penggaram, 83000 Batu Pahat, Johor Darul Takzim.**

### **HARGA RIZAB:-**

Hartanah tersebut akan dijual secara "**keadaan sedia ada**" tertakluk kepada satu harga rizab sebanyak **RM28,125.00 (RINGGIT MALAYSIA: DUA PULUH LAPAN RIBU SATU RATUS DUA PULUH LIMA SAHAJA)** dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada.

Semua penawar yang ingin membuat tawaran dikehendaki men deposit kepada Pelelong, sebelum lelongan **10%** daripada harga rizab secara **BANK DERAH atau PESANAN JURUWANG** sahaja atas nama **Bank Islam Malaysia Berhad** dan baki wang belian hendaklah dijelaskan dalam tempoh **Sembilan Puluh (90) hari.**

Untuk butir-butir lanjut, sila berhubung dengan Tetuan Nassir Hafiz Nazri & Rahim, Peguamcara bagi Pihak Pemegang Serah Hak/Pemberi Pembiayaan di No. 49A, Jalan Cempaka, Bandar Baru Ampangan, 70400 Seremban, Negeri Sembilan. (Ruj No.: NHNR/Slv/BIMB/329/10/2019) Tel No.: 06-7640414, No. Fax: 06-7627445 atau Pelelong yang tersebut di bawah ini:-

### **TETUAN ESZAM AUCTIONEER SDN. BHD (No. Syarikat: 760902-H)**

ALAMAT : Suite B-15-03, Tingkat 15, Blok B, Megan Avenue 2,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.  
NO TEL : 06-7629786, H/P NO: 016-6639786/018-6639786,  
NO FAX : 06-7616986  
EMAIL : eszamauctioneer@yahoo.com  
LAMAM WEB : www.eszamauctioneer.com  
RUJUKAN KAMI : EZ/LACA/BIMB/290/2020/MNS/mas

**MOHD NIZAM BIN MOHD SHARIF (PJK)**  
(Pelelong Berlesen)

# PROCLAMATION OF SALE

IN THE MATTER OF PROPERTY SALE AGREEMENT, PROPERTY PURCHASE AGREEMENT AND DEED OF ASSIGNMENT  
(BY WAY OF SECURITY) ALL DATED 13<sup>TH</sup> MARCH, 2002

BETWEEN

BANK ISLAM MALAYSIA BERHAD (CO. NO. 98127-X)

ASSIGNEE/FINANCIER

AND

YAP SWEE SEN (NRIC NO : 731019-01-5181/A2561937)

ASSIGNOR/CUSTOMER

In the exercise of the rights and powers conferred upon the Assignee/Financier under the Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way Of Security) All Dated 13<sup>th</sup> March, 2002 entered into between the Assignor/Customer and the said Assignee/Financier it is hereby proclaimed that the Assignee/Financier with the assistance of the undermentioned Auctioneer will sell the property described below by:-

## PUBLIC AUCTION

**ON WEDNESDAY, 25<sup>TH</sup> DAY OF NOVEMBER, 2020, TIME: 10.30 A.M.  
AT THE AUCTION ROOM OF MESSRS ESZAM AUCTIONEER SDN BHD  
SUITE F1/15, 1<sup>ST</sup> FLOOR, LUCKY PLAZA, JALAN DATO' LEE FONG YEE,  
7000 SEREMBAN, NEGERI SEMBILAN.**

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 advise 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) The successful bidder shall be responsible to obtain the consent of the Developer for direct transfer if individual title issued.

### PARTICULARS OF PROPERTY:-

Strata Title No./Lot No.	:	Strata Title has not been issued.
Master Title No./Lot No.	:	HSD 37751, PTB 4573 Town of Penggaram, District of Batu Pahat, State of Johor
Developer's Parcel No.	:	Lot No. 2-12, Storey No. 2, Lian Hoe Plaza.
Tenure	:	Freehold
Land Area	:	Approximately 545.19 square feet
Vendor	:	Robert & Stanley Development Sdn Bhd (386593-A)
Registered Owner	:	Lian Yew Realty Sdn Bhd (13080-K)
Beneficial Owner	:	Yap Swee Sen (NRIC No : 731019-01-5181/A2561937)
Express Condition	:	i) "Tanah ini hendaklah digunakan untuk bangunan Kompleks Perdagangan, Cinepleks, Hotel dan Lapangan Kereta jenis kekal, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii) Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan / dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Berkenaan." iii) "Segala dasar dan syarat yang telah ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa Berkenaan hendaklah dipatuhi."
Restriction In Interest	:	a. "Tuanpunya tanah tidak dibenarkan menjualkan unit-unit (parcel) bangunan yang akan dibina di atas tanah ini melainkan bangunan telah mula dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan." b. "Hakmilik tanah ini apabila dipecahkan kepada Hakmilik 'Strata' pecahan Hakmilik strata tersebut apabila sahaja bertukar hakmilik kepada seorang Bumiputera/Syarikat Bumiputera maka tidak boleh terkemudian daripada dijual, dipajak, digadai atau dipindahmilik dengan apa cara sekalipun kepada orang yang Bukan Bumiputera/Syarikat Bukan Bumiputera tanpa persetujuan Penguasa Negeri." c. "Pecahan Hakmilik Strata daripada hakmilik ini tidak boleh dijual atau dipindahmilik dengan apa cara sekalipun kepada Bukan Warganegara tanpa persetujuan Pihak Berkuasa Negeri."
Encumbrance	:	Assigned to Bank Islam Malaysia Berhad

### LOCATION AND DESCRIPTION:-

The subject property is an office unit bearing postal address **Unit No. 2-12, 2<sup>nd</sup> Floor, Plaza Lian Hoe, Jalan Abu Bakar, Bandar Penggaram, 83000 Batu Pahat, Johor Darul Takzim.**

### RESERVE PRICE:-

The property will be sold on an "as is where is" basis subject to a reserve price of **RM28,125.00 (RINGGIT MALAYSIA : TWENTY EIGHT THOUSAND ONE HUNDRED AND TWENTY FIVE ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any.

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **BANK DRAFT or CASHIER'S ORDER** only in favour of **Bank Islam Malaysia Berhad** and the balance of the purchase money to be settled within **Ninety (90) days**.

For further particulars, please apply to Messrs Nassir Hafiz Nazri & Rahim, Solicitors for the Assignee/Financier at No. 49A, Jalan Cempaka, Bandar Baru Ampangan, 70400 Seremban, Negeri Sembilan. (Ref No.: NHNR/Slv/BIMB/329/10/2019) Tel No.: 06-7640414, No. Fax: 06-7627445 or the under mentioned Auctioneer:-

### **MESSRS ESZAM AUCTIONEER SDN BHD (Co. No. 760902-H)**

ADDRESS : Suite B-15-03, 15<sup>th</sup> Floor, Block B, Megan Avenue 2,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

TEL NO : 06-7629786, H/P NO: 018-6639786/016-6639786

FAX NO : 06-7616986

EMAIL : eszamauctioneer@yahoo.com

WEBSITE : www.eszamauctioneer.com

OUR REF : EZ/LACA/BIMB/290/2020/MNS/mas

### **MOHD NIZAM BIN MOHD SHARIF (PJK)**

(Licensed Auctioneer)

# CONDITIONS OF SALE

## 1. ASSIGNEE'S POWER OF SALE

This sale is made by **BANK ISLAM MALAYSIA BERHAD** ("the Assignee") in exercise of the rights, powers and remedies conferred upon them by the **Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way Of Security) All Dated 13<sup>th</sup> March, 2002** executed by **Yap Swee Sen (NRIC No : 731019-01-5181/A2561937)** ("the Assignor(s)/Customer(s)") subject to all liabilities and obligations pertaining to the property.

Tracing of ownership or the chose in action to the property shall be made by reference to the principal sale and purchase agreement, the property sale agreement, the property purchase agreement, deeds, instruments, contracts, or related documents listed in the Schedule hereto ("Related Documents") in the possession of the Assignee notwithstanding (if such be the case) that separate document of title or strata title for the property may be issued by the relevant authorities.

## 2. RESERVE PRICE AND BIDDING AT AUCTION

- 2.1 The sale is subject to the reserve price ("Reserve Price") of **RM28,125.00 (Ringgit Malaysia : Twenty Eight Thousand One Hundred And Twenty Five Only)**
- 2.2 No bid shall be less than the previous bid and an amount to be fixed by the Auctioneer at the auction sale and no bidding shall be withdrawn or retracted.
- 2.3 Subject to the provision of paragraph 6 below the highest bidder for the property ("Property") described in the Proclamation of Sale shall be the purchaser thereof and the Assignee/Bank or the Auctioneer shall have the right to refuse any bid. If any dispute shall arise as to any bidding, the property shall at the option of the Assignee/Bank or the Auctioneer be put again for sale at the last undisputed bidding and the Assignee/Bank or Auctioneer may decide on the dispute and such decision by the Assignee/Bank or Auctioneer shall be final.

## 3. BIDDING DEPOSIT

Subject To paragraph 6.1 below, all intending bidders (except the Assignee) shall deposit with the Auctioneer, prior to the auction sale, a bank **draft or cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD** for a sum ("Bidding Deposit") equivalent to ten per centum (10%) of the Reserved Price.

## 4. AUTHORITY TO ACT/BID

- 4.1 Any agent acting on behalf of another person is required to deposit with the Auctioneer, prior to the auction sale a letter of authority from such person stating that he is acting on behalf of the person.
- 4.2 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.
- 4.3 **If the sale is restricted to Bumiputra only, such bidders shall be Bumiputra.**
- 4.4 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.

## 5. PROHIBITED TO ACT/BID

- 5.1 A bankrupt shall not be allowed to bid or act as agent of the bidder. Where the bidder is a foreigner or a foreign controlled company it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing laws, regulations and guidelines to purchase the property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.
- 5.2 In the event a bankrupt bids or acts as agent in relation to the sale of the property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.
- 5.3 The Auctioneer with the consent of the assignee/bank shall have the absolute discretion and right to reject any bid by any bidder.

## 6. ASSIGNEE/BANK'S RIGHTS AT SALE

The Assignee/Bank reserves the following rights:-

### 6.1 Right to bid

To bid without having to deposit with the Auctioneer the requisite ten per centum (10%) of the Reserved Price, by itself or its agent. In the event that the Assignee/Bank is the successful bidder 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/Customer under the said **Property Sale Agreement, Property Purchase Agreement And Deed Of Assignment (By Way Of Security) All Dated 13<sup>th</sup> March, 2002** and all cost and expenses of, in connection with and resulting from the sale;

### 6.2 Right to withdraw sale

To withdraw, postpone and call off the sale of the property at any time before the fall of the hammer, and

### 6.3 Right to resell after withdrawal

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.

## 7. WITHDRAWAL OF BID

Any bidder, who makes a bid but withdraws the same before the fall of the hammer, shall have their deposit equal to **10%** of reserve price forfeited as agreed liquidated damages for payment to the Assignee. 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

## 8. PAYMENT

8.1 Immediately after the fall of the hammer, the successful bidder ("Purchaser") shall sign the Memorandum at the foot of these conditions.

8.2 In the event that the Total Purchase Price ("TPP") is higher than the Reserved Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum (Differential Sum) equivalent to the difference between ten per centum (10%) of the PD ("Purchase Deposit") and the Bidding Deposit either in **cash or bank draft/cashier's order** drawn in favour of **BANK ISLAM MALAYSIA BERHAD**, as payment of deposit and towards part payment of TPP.

8.3 In the event the purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at 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, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

8.4 In the event the Purchaser stops payment or countermands on the bank draft of the Bidding Deposit and/or the Purchase Deposit the property may 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 at 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 binding, correct and conclusive.

8.5 The balance of the TPP ("Balance Purchase Price") shall be paid by the Purchaser within **NINETY (90) DAYS** without any extension from the date of the sale by bank draft only drawn in favour of **BANK ISLAM MALAYSIA BERHAD**. The Purchaser shall at his own costs and expenses apply to the relevant State Authority for the consent to transfer not later than 14 days from the date of sale and procure the consent to transfer from the State Authority not later than 3 months from the date of sale, or such other extended period as may be granted by the Assignee/Lender as its absolute discretion from time to time and the purchaser shall be liable to pay penalty cum administrative charges which will be determined by the bank accordingly.

8.6 In the event that the Purchaser defaults in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, then the Assignee 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 Bidding Deposit and the Purchase Deposit paid under clauses 3 and 8.2 above shall be forfeited by the Assignee/Bank and the property may again be put up on 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 binding, correct and conclusive.

## 9. DEED OF ASSIGNMENT/TRANSFER

Upon full payment of the TPP and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any, the Assignee/Lender and the Purchaser shall observe the following:-

9.1 As soon as practicable after receipt in full by the Assignee/Bank of the balance of the TPP, the Assignee/Bank shall execute or cause to be executed at the Purchaser's costs and expenses (including but not limited to the legal fees, stamp duties and registration fees) in favor of the Purchaser an assignment of all rights, title, interest and benefits under the principal sale and purchase agreement entered into between the Developer/Landowner and the original purchaser upon terms and conditions stipulated by Assignee/Bank at its absolute discretion. The Assignee/Bank shall upon such execution deliver to the Purchaser or Purchaser's financier as the case may be, the principal sale and purchase agreement and the previous security documents relating to the Property which may be in possession of the Assignee/Bank ("the Related Documents"). For this purpose the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. The Purchaser shall be liable to all costs and expenses including but not limited to all legal fees, stamp duties, and registration fees of and incidental to the transfer of the Property in the event of the individual title/strata title has been issued. The Assignee shall not be required to assign the property to any person other than the Purchaser.

9.2 If separate documents of title or strata title for the property has been issued whether before, on or after the date of the sale, the Assignee shall not be required to register the charge(s) nor to procure a transfer in Form 14A as prescribed by the National Land Code, 1965 but such transfer from the Developer or Proprietor (as the case may be) shall be prepared by and at the expense of the Purchaser who undertakes to pay such sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitor and/or the relevant authorities pertaining to the registration of such transfer of the property.

## 10. CONDITION OF THE PROPERTY

All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the property in the state and condition in which the Property is at the date of the auction sale.

## 11. TENANCIES AND RESTRICTIVE COVENANTS

The Property is believed to be taken to be correctly described and is sold subject to all express and implied conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances, all public and private rights of way, support, drainage and light and all other rights, if any, subsisting thereon or there over without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

## 12. IDENTITY OF THE PROPERTY

12.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and other such documents offered by the Assignee/Bank as the title to the Property by comparison of the description in the Proclamation of Sale and the aforesaid documents.

12.2 Any error, misstatement, omission or misdescription of the property in the Proclamation of Sale and the documents referred to in paragraph 12.1 above shall not annul the sale, nor shall any compensation be allowed thereof.

## 13. RISK OF PROPERTY

13.1 As from the time of the sale, the property shall be at the sole risk of the Purchaser as regards to loss or damaged of whatsoever nature or howsoever occurring including by fire or other accident, state of cultivation, non-occupation or otherwise.

13.2 The Purchaser shall be deemed to have inspected and investigated the condition 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 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 or the 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.

13.3 Upon the fall of the hammer, all risks of the property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils

13.4 The Assignee 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 accepts no liability for any payments, which may be outstanding in respect thereof and the property, is sold subject thereto.

## 14. QUIT RENTS ETC.

Any arrears of quits rents, assessments and maintenance charges, due and payable in respect of the property to any relevant authority or the Developer or Proprietor or relevant third parties up to the date of sale shall be paid out of the purchase money and any such sums due and payable after the date of sale shall be borne by the Purchaser. The outstanding payable by bank is after receipt of balance of purchase price.

14.1. The Purchaser shall within three (3) months from the date of auction sale notify the Assignee of any arrears of quit rent, assessment and maintenance charges excluding utilities bills which is due to any relevant authority or the developer up to date of the auction sale falling which the Assignee shall not be held liable for any claim (s) thereof. The Assignee, upon receipt of the request for extension in writing from the purchaser, may in its absolute discretion extend the notification period for a further thirty (30) days.

14.2 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 to or pursuant to the Assignment and all other documents necessary for affecting the transfer or assigning the beneficial ownership in the property to the Purchaser.

14.3 The Assignee/Bank shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities bills relating to the property namely administrative fees, sinking fund, telephone, water, electricity, gas, sewerage charges or any other utilities.

## 15. CONSENT

It shall be the responsibility of the Purchaser to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the assignment and/or the transfer of the property by the Developer/Proprietor shall be borne by the Purchaser. The Purchaser undertakes to keep the Assignee and/or their solicitors informed of progress of such applications.

## 16. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED

16.1 In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent not being obtained from the Developer/Landowner and/or other relevant authorities (other than for reasons attributable to any act of default or omission by the Purchaser) on the expiry of the time period prescribed for completion, then the Assignee is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:

- (a) if in the meanwhile the Purchaser has entered into possession of the property, then the Purchaser is liable at his own costs to reinstate the property to the original condition as at the auction sale, and thereafter peaceably to yield up vacant possession of the property to the Assignee within 7 days upon service of the notice terminating the sale; and
- (b) the costs/expenses reasonably incurred by the Assignee 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 or TPP 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 certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.

16.2 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Bidding Deposit and the Purchaser Deposit paid pursuant to Clauses 3 and 8.2 above.

## 17. VACANT POSSESSION

The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part the Assignee/Bank to give vacant possession. In the event of circumstances existing, which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim reduction in the price or for damages.

18. **TIME OF THE ESSENCE**

Time wherever mentioned herein shall be the essence of these conditions.

19. **TRANSLATIONS**

In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and condition herein, the English version shall prevail.

20. **ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**

The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the Certificate of Sale made pursuant hereto or the **Principal Sale and Purchase Agreement** entered between the Developer/Landowner and the original Purchaser before the property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Bank's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

21. **ENCROACHMENT/ACQUISITION**

The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.

22. **AMBIGUITY / INCONSISTENCY**

In event of ambiguity or inconsistency in the interpretation of these conditions of sale, such ambiguity or inconsistency shall be resolved in favour of the Assignee's and the Assignee's interpretation shall prevail and binding on the Purchaser.

23. **GENERAL**

The Purchaser is treated as buying with full knowledge of the related Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the property purchased by him with that described in the Related Documents without requiring any further proof. The Assignee shall not be required to explain or remedy any discrepancy or omission discovered in the Related Documents. No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Related Documents, and no objection or requisition shall be raised as to loss of the original(s), or the failure to stamp documents or insufficient duty paid thereon, or failure to register any instruments.

24. **GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC**

a. For the purpose of this Clause :

"Tax" means 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 Appropriate Authority, including, without limitation, any consumption tax by whatever name called, and any interest, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.

- b. The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- c. In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.
- d. The Purchaser shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority .
- e. If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
- f. All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.
- g. The Purchaser hereby agrees to do all things reasonably requested by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.
- h. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

# CONTRACT

**MEMORANDUM:** - At the sale by Public Auction held this day **25<sup>th</sup> day of November, 2020** of the property comprised in the foregoing particulars that is to say the right title interest and benefits to the said property pursuant to the **Sale and Purchase Agreement** dated **13<sup>th</sup> June, 2001** and made between **Robert & Stanley Development Sdn Bhd (386593-A)** (The Vendor), **Lian Yew Realty Sdn Bhd (13080-K)** (The Proprietor) and **Yap Swee Sen (NRIC No : 731019-01-5181/A2561937)** (The Purchaser) in relation to the subject property identified as **Lot No. 2-12, Storey No. 2, Lian Hoe Plaza** bearing postal address **Unit No. 2-12, 2<sup>nd</sup> Floor, Plaza Lian Hoe, Jalan Abu Bakar, Bandar Penggaram, 83000 Batu Pahat, Johor Darul Takzim** 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.

Purchase Price RM.....

Deposit Paid RM.....

Balance Due RM.....

## PURCHASER'S PARTICULARS:-

NAME : \_\_\_\_\_

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

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

TELEPHONE NO : \_\_\_\_\_

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## PURCHASER / AUTHORISED AGENTS' SIGNATURE

Name:

NRIC No:

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**MESSRS ESZAM AUCTIONEER SDN BHD**  
**MOHD NIZAM BIN MOHD SHARIF (PJK)**  
(Licensed Auctioneer)

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**MESSRS NASSIR HAFIZ NAZRI & RAHIM**  
Solicitors for the Assignee/Financier

Name :

NRIC No.: