







- 11) As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regard any loss or damage of whatsoever nature or howsoever occurring.
- 12) The Purchaser shall admit the identity of the property described herein as the same 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) Apportionment on any arrears of quit rent, assessment, maintenance charges due and payable in respect of the Property including all interest on late payment (if any) up to the date of the sale shall be paid by the Assignee upon receipt of full auction proceeds. All such sums accruing due and payable from the date of the sale shall be borne and paid by the Purchaser. The Assignee shall not be liable to make payment or deduct from the Purchase price any outstanding utilities/bills relating to the Property namely administrative fees, sinking fund, water, electricity, telephone, gas or sewerage charges and other utilities. 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 of the beneficial ownership in the property to the Purchaser.
- 14) If consent (if applicable) is granted by the Developer but the terms are not agreeable by the Assignee, the Assignee may cancel the sale and proceed to refund the monies paid (less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party. The Assignee thereafter may put up the property for sale.
- 15) The property is sold subject to all existing leases, tenancies, caveats and occupiers thereunder and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
- 16) The Assignee 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 any sale nor shall any abatement or compensation be allowed in respect thereof.
- 17) 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, caveats, tenancies, easements, 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 therefor 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, misstatement, omission or misdescription shall annul the sale nor shall any compensation be allowed in respect thereof.
- 18) In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault or terminated by the Assignee at its absolute discretion for whatsoever reason, this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.
- 19) The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities (if applicable) for consent to transfer and/or for particulars under the Housing Development (Control & Licensing) Act 1966 and to keep the Assignee or the Assignee Solicitors informed at all times of the development. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
- 20) The Purchaser after the payment of the balance of the purchase price shall at his own and expenses take possession of the property without obligation on the part of the Assignee or his agent to deliver vacant possession.
- 21) All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.
- 22) For the purpose of these conditions, time shall be the essence of the contract.
- 23) In the event of any discrepancy, misstatement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.