

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT (THIRD PARTY ASSIGNMENT) AND  
POWER OF ATTORNEY (THIRD PARTY) ALL DATED 11TH APRIL 2011

BETWEEN

RHB BANK BERHAD [COMPANY NO: 196501000373 (6171-M)].....ASSIGNEE/BANK

AND

SURESH BABU A/L KANDIAH (NRIC NO: 760403-08-5275 / A3297448)

SUBBAYAMAH A/P HADINARAYANAN (NRIC NO: 540607-08-5184).....ASSIGNORS

AND

SURESH BABU A/L KANDIAH (NRIC NO: 760403-08-5275 / A3297448)

UTHRADEVI A/P KANDIAH (NRIC NO: 811019-08-5438).....BORROWERS

In exercise of the rights and power conferred upon the Assignee under the Facilities Agreement, Deed of Assignment (Third Party Assignment) and Power of Attorney (Third Party) all dated 11th April 2011, entered between the Assignee and the said Assignors/Borrowers and in respect of the Sale And Purchase Agreement between Assignors and Ratus Bayan Sdn Bhd ("the Vendor") dated 19th May 2010, it is hereby proclaimed that the Assignee/Bank with the assistance of the under mentioned Auctioneer.

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

ON WEDNESDAY, THE 04TH DAY OF OCTOBER 2023 AT 3.00 P.M.

AT RAJAN AUCTIONEERS SDN BHD, NO.36A, 1ST FLOOR, JALAN DATO HAMZAH,  
41000 KLANG, SELANGOR DARUL EHSAN.

& alternatively, prospective bidders may submit bids for the property online via [www.rajanauctioneers.com](http://www.rajanauctioneers.com)

(For online bidding, please register at least one (1) working day before auction day for verification purposes)

NOTE: Prospective bidders are advised to: (i) inspect the subject property and check on the issuance of separate individual strata title (ii) seek legal advice on all matters in connection with the auction sale including the Conditions of Sale herein (iii) conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with other relevant authorities as to whether the sale is open to all races or to Malaysia Citizens who are Bumiputras only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if applicable) from the Developer and/or the Proprietor and/or State Authorities or relevant bodies. (v) check and verify whether this sale is subject to any tax liability.

### PARTICULARS OF SUBJECT PROPERTY:-

TITLE	:	The strata title for the subject property has been issued.
STRATA TITLE / LOT NO	:	PN 91972/M2/1/22, Lot No.72512
TOWN/DISTRICT/STATE	:	Bandar Selayang / Gombak / Selangor Darul Ehsan
TENURE	:	Leasehold for 99-years expiring on 21/12/2107
FLOOR AREA	:	156 square metres (1,679 square feet)
EXPRESS CONDITION	:	"Bangunan Kediaman"
RESTRICTION IN INTEREST	:	Nil
REGISTERED OWNERS	:	Ratus Bayan Sdn Bhd (199601036042(408395-D))
ASSIGNORS	:	Subbayamah a/p Hadinarayanan & Suresh Babu a/l Kandiah
ENCUMBRANCES	:	Assigned to RHB Bank Berhad [196501000373 (6171-M)]

### LOCATION AND DESCRIPTION OF THE SUBJECT PROPERTY

The subject property is located within Taman Raintree, Off Jalan Raintree Utama, 68100 Batu Caves, Selangor Darul Ehsan.

The subject property is an upper duplex townhouse with a car parking bay identified as Parcel No. Lot 11-A, Ariza Garden Villa-Town House, Taman Raintree and bearing postal address at **Unit No.11-A, Jalan Ariza, Taman Raintree, Off Jalan Raintree Utama, 68100 Batu Caves, Selangor Darul Ehsan.**

### RESERVE PRICE :

The subject property will be sold "**as is where is basis**" and subject to a reserve price of **RM 600,000.00 (RINGGIT MALAYSIA: SIX HUNDRED THOUSAND ONLY)** subject to the Conditions of Sale and by way of an Assignment from the above Assignee subject to consent being obtained by the successful bidder ("the Purchaser") from the relevant authorities, if any, including all terms, conditions, stipulation and covenants which were and may be imposed by the relevant authority. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the successful bidder ("the Purchaser"). **Online bidders are further subject to the Terms & Conditions on [www.rajanauctioneers.com](http://www.rajanauctioneers.com)**

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 under mentioned Auctioneer and the balance of the purchase price is to be settled within **ninety (90) days** from the date of auction to **RHB Bank Berhad via RENTAS**. Details of payment via RENTAS, please liaise with Messrs Che Mokhtar & Ling.

For further particulars, please contact **MESSRS CHE MOKHTAR & LING**, Solicitors for Assignee herein whose address is at Level 21, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. Tel: 03-2274 0413 / Fax: 03-2274 8191 [ Ref: **CML-08A/RHB1/SB/36328/16** ] or under mentioned Auctioneer.

**RAJAN AUCTIONEERS SDN. BHD.**  
No.36A, Tingkat Satu, Jalan Dato Hamzah  
41000 Klang, Selangor Darul Ehsan  
Tel : 03-33749312 / Fax: 03-33737680  
Our Ref: RA/RHB/CML/KL/4101-23(fz)

**G. RAJAN**  
( Licensed Auctioneer )  
H/P : 013-3040060  
H/P : 012-2738109

# PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN KEMUDAHAN, SURAT IKATAN PENYERAHAN HAK (PENYERAHAN HAK PIHAK KETIGA) DAN SURAT KUASA WAKIL (PIHAK KETIGA) KESEMUANYA BERTARIKH 11HB APRIL 2011

ANTARA

RHB BANK BERHAD [ NO.SYARIKAT: 196501000373 (6171-M) ].....PIHAK PEMEGANG SERAH HAK/BANK  
DAN

SURESH BABU A/L KANDIAH (NO.KP: 760403-08-5275 / A3297448)

SUBBAYAMAH A/P HADINARAYANAN (NO.KP: 540607-08-5184).....PIHAK PENYERAH HAK  
DAN

SURESH BABU A/L KANDIAH (NO.KP: 760403-08-5275 / A3297448)

UTHRADEVI A/P KANDIAH (NO.KP: 811019-08-5438).....PEMINJAM

Dalam menjalankan hak dan kuasa yang diberi kepada Pihak Pemegang Serah hak dan di bawah Perjanjian Kemudahan, Surat Ikatan Penyerahan Hak (Penyerahan Hak Pihak Ketiga) dan Surat Kuasa Wakil (Pihak Ketiga) kesemunya bertarikh 11hb April 2011 di antara Pihak Pemegang Serah Hak dan Pihak Penyerah Hak dan dalam Perjanjian Jual Beli antara Pihak Penyerah Hak dan Ratus Bayan Sdn Bhd ("Penjual") bertarikh 19hb Mei 2010, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah hak dengan dibantu oleh Pelelong yang tersebut di bawah.

AKAN MENJUAL HARTANAH YANG DIPERIHALKAN DI BAWAH MELALUI

## LELONGAN AWAM

PADA HARI RABU, 04HB OKTOBER 2023 PADA JAM 3.00 PETANG,  
DI RAJAN AUCTIONEERS SDN BHD, NO.36A, TINGKAT SATU, JALAN DATO HAMZAH,  
41000 KLANG, SELANGOR DARUL EHSAN.

& Bakal pembida juga boleh membuat bidaan melalui atas talian (online) di [www.rajanauctioneers.com](http://www.rajanauctioneers.com)

(Untuk bidaan melalui atas talian (online), sila buat pendaftaran sekurang-kurangnya satu (1) hari bekerja sebelum tarikh lelongan untuk tujuan pengesahan.)

NOTA: Penawar yang beminat adalah dinasihatkan agar (i) memeriksa hartanah tersebut dan membuat siasatan mengenai pengeluaran hakmilik individu strata berasingan (ii) meminta nasihat daripada Pihak Guaman dalam semua perkara berkenaan dengan jualan lelongan, termasuk Syarat-syarat Jualan (iii) membuat carian Hakmilik Induk secara rasmi di Pejabat Tanah dan/atau lain-lain Pihak-pihak Berkuasa yang berkenaan dan (iv) membuat pertanyaan dengan Pihak Berkuasa yang berkenaan samada jualan ini terbuka kepada semua bangsa atau kaum Bumiputera Warganegara Malaysia sahaja atau melayu sahaja dan juga mengenai persetujuan untuk jualan ini sebelum jualan lelong. Penawar yang berjaya ("Pembeli") dikehendaki dengan segera memohon dan mendapatkan kebenaran pindahmilik (jika ada) daripada Pihak Pemaju dan/atau Pihak Tuanpunya dan/atau Pihak Berkuasa Negeri atau badan-badan berkenaan (v) memeriksa dan memastikan samada jualan ini dikenakan cukai.

### BUTIR-BUTIR HARTANAH

HAKMILIK	:	Hakmilik strata bagi hartanah ini telah dikeluarkan.
HAKMILIK STRATA / LOT NO	:	PN 91972/M2/1/22, Lot No.72512)
BANDAR/DAERAH/NEGERI	:	Bandar Selayang / Gombak / Selangor Darul Ehsan
PEGANGAN	:	Pajakan selama 99-tahun berakhir pada 21/12/2107
KELUASAN LANTAI	:	156 meter persegi (1,679 kaki persegi )
SYARAT NYATA	:	"Bangunan Kediaman"
SEKATAN KEPENTINGAN	:	Tiada
PEMILIK BERDAFTER	:	Ratus Bayan Sdn Bhd (199601036042(408395-D))
PIHAK PENYERAH HAK	:	Subbayamah a/p Hadinarayanan & Suresh Babu a/l Kandiah
BEBANAN	:	Diserahhak kepada RHB Bank Berhad [196501000373 (6171-M)]

### LOKASI DAN PERIHAL HARTANAH

Hartanah tersebut terletak di Taman Raintree, Off Jalan Raintree Utama, 68100 Batu Caves, Selangor Darul Ehsan.

Hartanah tersebut adalah sebuah rumah bandar dupleks tingkat 1 berserta dengan parkir kereta dikenali sebagai Petak No. Lot 11-A, Ariza Garden Villa-Town House, Taman Raintree dan mempunyai alamat surat-menyurat di **Unit No.11-A, Jalan Ariza, Taman Raintree, Off Jalan Raintree Utama, 68100 Batu Caves, Selangor Darul Ehsan.**

### HARGA RIZAB :

Harta ini dijual "keadaan seperti mana sediaada" dengan harga rizab sebanyak **RM 600,000.00 (RINGGIT MALAYSIA: ENAM RATUS RIBU SAHAJA)** dan tertakluk kepada syarat-syarat Jualan dan melalui penyerahan hakkan dari Pemegang Serahhak, tertakluk kepada kelulusan di perolehi oleh pihak Pembeli daripada pihak berkuasa, jika ada, termasuk semua terma, syarat dan perjanjian yang dikenakan dan mungkin dikenakan oleh Pihak Berkuasa yang berkenaan. Pembeli bertanggungjawab sepenuhnya untuk memperolehi dan mematuhi syarat-syarat berkenaan daripada Pihak Berkuasa yang berkenaan, jika ada dan semua kos dan perbelanjaan ditanggung dan dibayar oleh Pihak Pembeli. **Pembeli atas talian (online) juga tertakluk kepada terma-terma dan syarat-syarat terkandung dalam [www.rajanauctioneers.com](http://www.rajanauctioneers.com)**

Pembeli yang beminat adalah dikehendaki mendeposit kepada Pelelong **10%** daripada harga rizab dalam bentuk Bank Draf atau Cashier's Order di atas nama **RHB Bank Berhad** sebelum lelongan awam dan baki wang belian hendaklah dibayar dalam tempoh **sembilan puluh (90) hari** dari tarikh lelongan kepada **RHB Bank Berhad** melalui **RENTAS**. **Butir-butir pembayaran melalui RENTAS, sila berhubung dengan Tetuan Che Mokhtar & Ling.**

Untuk maklumat lanjut, sila berhubung dengan **TETUAN CHE MOKHTAR & LING**, yang beralamat di Level 21, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. Tel: 03-2274 0413 / Fax: 03-2274 8191 [ Ruj : **CML-08A/RHB1/SB/36328/16** ] peguamcara bagi pihak pemegang serah hak atau pelelong yang tersebut dibawah.

**RAJAN AUCTIONEERS SDN. BHD.**  
**No.36A, Tingkat Satu, Jalan Dato Hamzah,**  
**41000 Klang, Selangor Darul Ehsan.**  
Tel: 03-33749312 / Fax : 03-33737680  
Ruj Kami: RA/RHB/CML/KL/4101-23(fz)

**G. RAJAN**  
**(Pelelong Berlesen)**  
H/P: 013-3040060  
H/P: 012-2738109

## CONDITIONS OF SALE

1. This sale by Public Auction is made by **RHB Bank Berhad** ("the Assignee") in exercise of the rights, powers and remedies conferred upon the Assignee pursuant to the **Facilities Agreement, Deed of Assignment (Third Party Assignment) and Power of Attorney (Third Party)** all dated **11th April 2011**, executed by **Subbayamah a/p Hadinarayanan & Suresh Babu a/l Kandiah** ("the Assignors") and **Suresh Babu a/l Kandiah & Uthradevi a/p Kandiah** ("the Borrowers") in favour of the Assignee and is made subject to all condition 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 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 / the fall of the hammer and either after or without declaring the reserved price. In the event the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said the **Facilities Agreement, Deed of Assignment (Third Party Assignment) and Power of Attorney (Third Party)** 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. Each bid will be called for 3 times, "First Calling", "Second Calling", "Third Calling". Registered bidders may submit their bid at any of these stages of biddings by entering the bid amount.

5. When systems displays "Final Call", no further bids will be accepted by the Auctioneer.

6. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.

7. No bid shall be less than the 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 and the property shall, at the option of the Assignee, be put up for sale again or the Assignee may decide to adjourn the auction to another date.

8. All intending bidders (**with the exception of the Assignee**) 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 or **remit the same through online banking transfer, one (1) working day before auction date**. However the Auctioneer may with the concurrence of the Assignee 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 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 Economic Planning Unit (if applicable) and/or relevant State Authority for the unconditional consent to the sale within the period stated in Clause 11 hereof but subject to Clause 22 hereof.

9. Immediately after the fall of the hammer, the purchaser (other than the Assignee if it is the purchaser), shall pay to the **Assignee**, the difference between the deposit pursuant to Clause 8 above and the sum equivalent to **10%** of the successful bid either in **CASH** or **BANK DRAFT** in favour of **RHB Bank Berhad** or remit the same through online banking transfer and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 8 and this Clause shall be payment of deposit and towards part payment of the purchase price and will be held by the Assignee subject to the provisions of Clauses 10 and 12.

10. 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 8 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee 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.

11. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee or to the Solicitors within ninety (90) days from the date of the auction sale by

**11.1 bank draft or cashier's order only in favour of RHB Bank Berhad; OR**

**11.2 to remit payment directly to the Assignee via RENTAS subject to Clause 37 herein.**

However, the period of ninety (90) days may be extended by the Assignee in its absolute discretion, provided that the Purchaser shall have prior to the expiry of the said period, issue a written request to the Assignee applying for an extension of time and the Assignee may: (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 shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.

12. In default of such payment of the balance of the purchase price within the time and in the manner stipulated in Clause 11 above, the deposit paid pursuant to Clause 8 above shall be forfeited by the Assignee and the property may be put up for re-sale at a time, place and reserve price to be fixed by the Assignee at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result 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.

13. Upon full payment of the balance of the purchase of the purchase price in accordance with Clause 11 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 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 Assignors upon such terms and conditions stipulated by the Assignee 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) the Assignee 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 **Facilities Agreement, Deed of Assignment (Third Party Assignment) and Power of Attorney (Third Party)** and other security documents (if any) and if any of the aforesaid documents is not available, the Assignee shall provide certified copies thereof. For this purpose, the Purchaser hereby agrees that the Deed of Assignment to be executed by the Assignee shall be in the form duly approved by the Assignee. \*The Purchaser undertakes to forwards to the Developer the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with 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 or the Solicitors.\*

14. 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.
15. 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.
16. Notwithstanding any contrary terms and conditions which may be imposed by the Developer on the Assignee 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 Assignee reserve the rights to refuse to pay any sums not lawfully due or any sums which remains unpaid for the period exceeding 6 years preceding the successful auction date)** to any relevant authority or the Developer **or to the Joint Management Committee or to anybody/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 out of the balance purchase money.
- 16.1 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 within 90 days from the auction date or extended terms **as agreed by the Assignee** failing which the claim(s) may not be entertained by the Assignee. All outstanding charges will be paid out from the purchase price subject to a limit not exceeding 50% of the purchase price. Any outstanding charges exceeding 50% of the purchase price shall be borne by the Purchaser.
- 16.2 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 to pay any outstanding water, electricity, telephone, sewerage or other charges of personal nature due and payable by the Assignors 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.
- 16.3 The Purchaser shall bear Administrative Fee to the Developer 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 this Memorandum and the Assignment and all other documents necessary for effecting the transfer or assigning the beneficial ownership in the property to the Purchaser.
- 16.4 Unless otherwise agreed by the Assignee (subject to such terms and conditions as the Assignee may in its absolute discretion impose) **undisbursed loan sum due to the Developer under 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 borne solely by the Purchaser.
17. The Purchaser is liable to any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or with holding of any nature, that is imposed by any government authority, including, without limitation, any tax 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.
18. Any other charges as at the date of the auction sale not specified in Clause 16, 16.1, 16.2, 16.3 and 16.4 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.
19. The property is sold subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale the 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.
20. 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 such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.
21. The property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions restriction-in-interest, easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities ( including but not limited to 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.
22. In the event the sale being set aside for any reasons whatsoever whether by the Assignee 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 shall refund the deposit and other monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) to the Purchaser, free interest less cost, expenses and/or fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, Assignee's Solicitors, the Auctioneer or any other party on account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee under this clause, the Purchaser shall have no other or further claims and/or demands whatsoever in nature and howsoever caused against the Assignee, Assignee's Solicitors and the Auctioneer or their respective servants or agents.
23. 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 in favour of the Purchaser 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 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.
24. 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 11 above.
25. 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 then the Assignee shall be entitled to terminate the sale at its absolute discretion whereupon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser towards the account of the purchase price free of interest less all cost and fees incurred by the Assignee, 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, Assignee's Solicitors, the Auctioneer or their respective servants or agents.

**26.** The Assignee 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 or its Agent to give vacant possession.

**27.** 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.

**28.** 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 cost 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.

**29.** In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.

**30.** Unless expressly provided herein, the Assignee, the Assignee 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.

**31.** All statements made in the Proclamation of Sale and Condition of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee, 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, Assignee's 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.

**32.** 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 at the costs of the Purchaser immediately upon such termination.

**33.** The Assignee 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.

**34.** Time whenever mentioned shall be of essence of this Conditions of Sale.

**35.** 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.

**36.** 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.

**37.** If the payment of the balance purchase price under Clause 11 above is made by way of remittance directly to the Assignee via RENTAS, payment must be made accompanied with the following details:-

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

<b>1. Beneficiary A/c</b>	<b>: 18-0903-0018</b>
<b>2. RENTAS Code</b>	<b>: RHBBMYKL</b>
<b>3. Beneficiary Name</b>	<b>: -RHB Bank Berhad – LRS CCRD/AUC</b>
<b>4. Payment Reference</b>	<b>: Borrower(s) Name : Suresh Babu a/l Kandiah &amp; Uthradevi a/p Kandiah</b> <b>Bank's NPL Reference No : BBI0000465 / 71421300026700 / 71421300026719 (084)</b>
<b>5. Solicitor's Reference</b>	<b>: CML-08A/RHB1/SB/36328/16</b>

The Assignee or the Solicitors for the Assignee 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 or to the Solicitors for the Assignee.

**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')

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

# CONTRACT

**MEMORANDUM:** - At the sale by Public Auction this **04th day of October 2023**, of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits in relation to the property identified as **Parcel No. Lot 11-A, Ariza Garden Villa-Town House, Taman Raintree and bearing postal address at Unit No.11-A, Jalan Ariza, Taman Raintree, Off Jalan Raintree Utama, 68100 Batu Caves, Selangor Darul Ehsan** developed by the developer/proprietor as stated in the Proclamation of Sale, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM** and a sum of **RM** has been paid to the Bank 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 on behalf of the Assignee/Bank.

**PURCHASER'S PARTICULARS:-**

**NAME:**

**NRIC NO:**

**ADDRESS:**

**TELEPHONE NO:**

**RA**

**PURCHASE MONEY : RM**

**TAXES (IF APPLICABLE) : RM**

**DEPOSIT MONEY : RM**

**BALANCE DUE : RM**

**SIGNATURE**

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**G.RAJAN  
LICENSED AUCTIONEER**

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**SOLICITORS FOR THE ASSIGNEE/BANK**

**NAME:**

**NRIC NO:**

**FOR MESSRS CHE MOKHTAR & LING**