

PROCLAMATION OF SALE

IN THE MATTER OF A FACILITIES AGREEMENT, ASSIGNMENT AND POWER OF ATTORNEY
ALL DATED THE 6TH DAY OF AUGUST, 2008

BETWEEN

STANDARD CHARTERED BANK MALAYSIA BERHAD (115793 P)

ASSIGNEE / BANK

AND

MOHAMMAD DAVOOD KAKAVAND (ISLAMIC REPUBLIC OF IRAN PASSPORT NO. K10217369)

ASSIGNOR / BORROWER

In exercising the rights and powers conferred upon the Assignee/Bank under the Facilities Agreement, Assignment and Power of Attorney all dated the 6th day of August, 2008 entered into between the Assignee/Bank and Assignor/Borrower in respect of the Sale and Purchase Agreement entered into between Setapak Heights Development Sdn. Bhd. ("the Vendor") and the Assignor/Borrower dated the 31st day of May, 2008, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY

PUBLIC AUCTION

ON TUESDAY, THE 27TH DAY OF SEPTEMBER, 2016

AT 11.00 A.M.

AT THE AUCTION ROOM

UNIT NO. 6 (B-0-6), GROUND FLOOR, BLOCK B

MEGAN AVENUE II

NO. 12, JALAN YAP KWAN SENG, 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 Strata 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 whether or not the Property is reserved for Bumiputra only and/or is a low / medium cost property and whether or not the intending bidder is eligible and qualified to purchase the Property.
- (5) Employees of Standard Chartered Bank Malaysia Berhad Collection Department, solicitors and auctioneers handling this matter, their spouse and/or their children are not entitled to bid at this auction.
- (6) For Foreign Citizen/Foreign Company/Permanent Resident, intending bidders SHALL obtain consent to purchase from the relevant authorities prior to the auction.

PARTICULARS OF STRATA TITLE :-

TITLE	: The individual strata title in respect of the subject property has been issued by the relevant authority.
STRATA TITLE NO AND LOT NO	: Geran 73484/M1-D/14/555 and Lot 30355, Mukim of Setapak and State of Wilayah Persekutuan Kuala Lumpur
ACCESSORY PARCEL NO	: A1269, A1270
DEVELOPER'S PARCEL NO	: B4-13A-6, Storey No. 13A, Building No. Block B4, Villawangsamas, Bandar Baru Wangsa Maju, Kuala Lumpur
FLOOR AREA	: Approximately 118 square metres (1,270 square feet)
TENURE	: Freehold
REGISTERED PROPRIETOR	: Setapak Heights Development Sdn. Bhd.
BENEFICIAL OWNER	: Mohammad Davood Kakavand
EXPRESS CONDITION	: "Tertakluk kepada sekatan dan syarat dalam Hakmilik Geran 73484"
RESTRICTION-IN-INTEREST	: "Tertakluk kepada sekatan dan syarat dalam Hakmilik Geran 73484"
ENCUMBRANCE	: Assigned to Standard Chartered Bank Malaysia Berhad

LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is located on the 14th floor of a 21-storey condominium building known as Block D, Villa Wangsamas Condominium at Jalan Seri Wangsa 2 within Bandar Baru Wangsa Maju in Kuala Lumpur.

The subject property is a **three (3) bedroom plus one (1) utility room condominium with two car parking bays** bearing postal address at **Unit No. D-13A-03, Villa Wangsamas Condominium, No. 2, Jalan Seri Wangsa 2, Bandar Baru Wangsa Maju, 53300 Kuala Lumpur**. The accommodation consists of :- lounge opening onto a balcony, dining area, master bedroom with an attached bathroom/wc, two (2) other bedrooms, two (2) bathroom/wcs, utility room, kitchen, yard and A/C ledge.

RESERVE PRICE

The property will be sold on an "as is where is" basis, subject to a reserve price of **RM445,500.00 (Ringgit Malaysia Four Hundred Forty Five Thousand And Five Hundred Only)**, subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to consent being obtained by the successful bidder ("the Purchaser") from the Developer and other relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authorities. **The successful bidder ("the Purchaser") shall be liable to pay any arrears of maintenance, quit rent, taxes, rates, assessment, charges, Tenaga Nasional Berhad and Telekom Berhad which may be due in respect of the said property together with the payment of administrative cost and legal fees in respect of the transfer and/or consent from the Developer and the relevant authorities and any late payment / penalty and other outgoings (subject to 6% Goods and Services Tax (GST) under Goods and Services Tax Act 2014 (where applicable)) which may be due to any relevant authorities or the Developer in respect of the said property.**

All intending bidders are required to deposit **10 %** of the fixed reserve price **BY BANK DRAFT** before commencement of Auction made in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND)** and pay the difference between the initial deposit and the sum equivalent to 10% of the successful bid price either in cash or by way of credit card (Master / Visa) or bank draft or cashier's order to the Assignee. The balance of the purchase price is to be settled **BY BANK DRAFT** made payable to **STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND)** within **Ninety (90) days** from the date of the sale to **Messrs T.J. Goh & Co.** Solicitors for the Assignee.

For further particulars, please contact **Messrs T.J. Goh & Co.** Solicitors for the Assignee/Bank herein whose address is at Suite 1307, 13th Floor, Block A, Entrance 2, Damansara Intan, 1, Jalan SS20/27, 47400 Petaling Jaya, Selangor Darul Ehsan (Reference : GEN/LIT/SCB/4208/12, Telephone No : 03-7726 4225 / Fax No. : 03-7726 4285) or the undermentioned Auctioneer.

NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), 1st Floor, Block B

Megan Avenue II

No. 12, Jalan Yap Kwan Seng

50450 Kuala Lumpur

TEL NOS. : 03-2162 3333 & 2163 2222 / FAX NOS : 03-2162 3233 & 2162 9298

WEBSITE : www.ngchanmau.com

NG CHAN MAU

FOONG CHON WAI

Licensed Auctioneers

CONDITIONS OF SALE

1. This sale is made by **STANDARD CHARTERED BANK MALAYSIA BERHAD** ("the Assignee/Bank") in exercising the rights and powers conferred upon the Assignee/Bank pursuant to the Facilities Agreement, Assignment and Power of Attorney all dated the 6th day of August, 2008 executed by **MOHAMMAD DAVOOD KAKAVAND** ("the Assignor/Borrower") 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, on an "as is where is basis" and without vacant possession.
2. Subject to the reserve price of **Ringgit Malaysia Four Hundred Forty Five Thousand And Five Hundred Only (RM445,500.00)** ("the Reserve Price"), the highest bidder being so allowed by the Auctioneer shall be the Purchaser(s) 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.
3. The Assignee/Bank be and is hereby at liberty to bid for the property (**without having to pay any deposit whatsoever.**) In the event of the Assignee/Bank becoming the Purchaser(s), the Assignee/Bank is at liberty to set off the purchase price against the amount due and owing under the said Facilities Agreement, Assignment and Power of Attorney 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. The Auctioneer shall have the right to withdraw the property for sale at any time before the fall of hammer and either after or without declaring the reserve price.
5. No bid shall be less in advance the previous bid and a 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 hammer, the deposit of RM1,000.00 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 sale to another date.
6. All intending bidders (**with the exception of the Assignee/Bank**) are required to deposit with the Auctioneer the following:
 - (i) **10% of the fixed reserve price for the property by bank draft in favour of STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND)** prior to the auction sale; OR alternatively
 - (ii) a deposit of **RM1,000.00 by credit card** ("the Credit Card Deposit") to the Auctioneer prior to the auction sale who shall hold the amount as stakeholder for the Assignee. An administration fee of **Ringgit Malaysia Twenty (RM20.00) together with 6% Goods and Services Tax (GST) under the Goods and Services Tax Act 2014** shall be imposed for any payment via credit card. However the Auctioneer may with the concurrence of the Assignee or the Solicitors accept the deposit partly by **bank draft** and partly by **credit card**.
 - (iii) a deposit of **RM5,000.00 via credit card** ("the Credit Card Deposit") applicable for property with reserve price **above RM200,000.00**. An administration fee of **Ringgit Malaysia One Hundred (RM100.00) together with 6% Goods and Services Tax (GST) under the Goods and Services Tax Act 2014** shall be imposed for any payment / transaction via credit card to be paid in cash and **within forty eight (48) hours** of the auction sale (if the intending bidder is successful) to pay the difference between the Credit Card Deposit and the sum equivalent to **10% of the successful bid by Bank Draft in favour of STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND)** to the Assignee / Bank's Solicitors.
7. 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 authorized to sign all the necessary documents. 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.
8. 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. If the sale is restricted to Bumiputra only, the intending bidders shall be Bumiputra of Bumiputra incorporated bodies or companies.
9. The Borrower(s)/Assignor(s)/bankrupt(s)/liquidator(s) is/are NOT allowed to bid and/or act as agents. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent of the **Foreign Investment Committee** and/or relevant authorities. In the event the Borrower(s)/Assignor(s)/bankrupt(s)/liquidator(s) bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the Property, the bidding deposit or the purchase deposit, as the case may be, shall be forfeited within ninety (90) days from the date of auction sale by the Assignee/Bank and the Property may be put up for sale at a date and time to be fixed by the Auctioneer/Assignee. Without prejudice to Clause 3, Employee(s) of the Standard Chartered Bank Malaysia Berhad collection department, Solicitors and Auctioneers handling this matter, their spouse(s) and/or children are not entitled to bid this auction.
 - (a) In the event that the property is a low cost or low medium cost property, it is the duty of the purchaser to comply with guidelines from the relevant authority and ensure that the purchaser is eligible for the purchase of the low cost or low medium cost property and to obtain the written consent from the relevant authority and that the sale is completed within the time frame stipulated in the POS from the date of auction sale subject to clause 12 below.
 - (b) Without prejudice to any of the rights of the Assignee/Bank, the Assignee/Bank shall be entitled at the Assignee/Bank's sole and absolute discretion to forfeit the deposit paid pursuant to clause 6 and 10 and to put the property up for auction sale again at a time, place and reserve price to be fixed by the Assignee/Bank at its sole discretion in the event the property is a low cost or low medium cost and the purchaser is not eligible and does not qualify to purchase the same and the written consent was not obtained by the purchaser from the relevant authority within ninety (90) days from the date of auction sale.
10. Immediately after the fall of the hammer, the Purchaser(s) (**other than if the Purchaser is the Assignee/Bank**) shall:
 - (i) pay to the Assignee/Bank's Solicitors, **MESSRS T.J. GOH & CO.** ("the Solicitors") as stakeholder for the Assignee/Bank, the difference between the deposit pursuant to Clause 6(a) above and the sum equivalent to **10% of the successful bid** either in CASH or by BANK DRAFT in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND); OR**
 - (ii) **within forty eight (48) hours** of the auction sale (if the intending bidder is successful) to pay the difference between the Credit Card Deposit and the sum equivalent to **10% of the successful bid by Bank Draft** in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND)** to the Assignee/Bank's solicitors, **MESSRS T.J. GOH & CO. as stakeholder for the Assignee/Bank** and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 6 and this Clause shall be treated as 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 11 and 15.
11. In the event that the Purchaser(s) fails to pay a deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 6, & Clause 10 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. The deficiency in price (if any) and all costs incurred by the Assignee/Bank which may result on a resale or the purchase money if there is no resale as the case may be, shall be recoverable from the defaulting Purchaser(s).
12.
 - (a) The balance of the purchase money shall be paid in full by the Purchaser(s) within **NINETY (90) days** from the date of the auction sale ("the Completion Date") by bank draft only drawn in favour of **STANDARD CHARTERED BANK MALAYSIA BERHAD for (MOHAMMAD DAVOOD KAKAVAND)**. It is hereby agreed between the Assignee/Bank and Purchaser(s) that if the Purchaser(s) shall require extension of time to pay the balance purchase price, the Assignee may at its absolute grant the Purchaser(s) extension of time and the Purchaser(s) shall pay to the Assignee/Bank as agreed liquidated damages interest at the rate to be determined by the Assignee/Bank on the unpaid balance purchase price, calculated on a day to day basis from the Completion Date to the date of actual payment thereof or such part or parts thereof.
 - (b) In the event that a separate individual title for the Property has been issued by the relevant authorities conveying a leasehold tenure and the Assignee/Bank is required to perfect the transfer in favour of the Assignor/Borrower prior to the Assignee/Bank executing a Memorandum of Transfer in favour of the Purchaser, in such an instance the Completion Date referred in Clause 12(a) above shall only commence from the date notice is given to the Purchaser(s) that the transfer in favour of the Assignor/Borrower has been duly registered and the title deed to the Property has been extracted from the relevant land office"

13. The Purchaser shall be liable to pay any arrears of maintenance, quit rent, taxes, rates, assessment, charges, water, sewerage, Tenaga Nasional Berhad, Telekom Berhad and any late payment/ penalty and other outgoings **(subject to 6% Goods and Services Tax (GST) under Goods and Services Tax Act 2014 where applicable)** which may be due to any relevant authorities or the Developer/Landowner in respect of the said property unless there has been a prior agreement with the Assignee/Bank where the Assignee/Bank at their absolute discretion agrees to absorb the arrears of the maintenance, quit rent, taxes, rates, assessment, charges and outgoings which may be due to any relevant authority or developer in respect of the said property up to the date of the auction only by deducting the same from the proceeds of sale and/or debiting the borrower's account and/or by any other means the bank deems appropriate. For the purposes of this sub-clause, in the event there are charges to be absorbed by the Assignee/Bank, the Purchaser shall have firstly settled all sums outstanding due and owing to the relevant authority or developer in respect of the said Property and forward a copy of the receipt of payment to the Assignee/Bank, unless there has been prior agreement by the Assignee/Bank otherwise.
14. The Assignee/Bank will bear the costs of all outstanding quit rent and assessment due and owing to the relevant authorities up to the date of the auction by deducting the same from the proceeds of sale and/or debiting the borrower's account and/or by any other means the Assignee/Bank deems appropriate, provided that the said bills (with outstanding payment duly settled by the Purchaser) are forwarded to the Bank within 60 days from the date of auction.
15. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 12 above or in the event the Purchaser becomes a bankrupt or dies prior to the payment of the balance of the purchase price and interest payable or in the event that the property is a low cost property and the purchaser is not eligible and does not qualify to purchase the same, the deposit paid pursuant to Clauses 6 & 10 above (after defraying expenses to the sale) shall be forfeited by the Assignee/Bank and the property may again put up for sale at a time, place & 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 on a resale or the balance purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser(s).
16. (a) Upon full payment of the balance purchase price in accordance with Clause 12 above, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser(s)'s cost and expenses (including legal fees, stamp duty and registration fees) Assignment/Memorandum of Transfer in favour of the Purchaser(s) of all the rights and benefits under the Principle Sale and Purchase Agreement entered between the Developer/Landowner of the property and the original purchaser/Assignor/Borrower upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser(s)'s payment of all such cost and expenses of the Assignment/Transfer including the Solicitors' fees and disbursement in preparing the Assignment/Memorandum of Transfer and any administrative or transfer costs or any other outgoings that may be due to or imposed by the Developer/Landowner, the Assignee/Bank shall deliver to the Purchaser(s) or his/her/their solicitor the duly executed Assignment/Memorandum of Transfer, the original Sale and Purchase Agreement/original title (if the same has been deposited with the Assignee/Bank) and certified true copy(ies) of the previous Assignment. For this purpose, the Purchaser shall agree that the Assignment/Transfer (including any applications for consent to the relevant authorities) to be executed by the Assignee/Bank in favour of the Purchaser shall be prepared by the solicitors for the Purchaser in such form and format duly approved by the Assignee/Bank or the Assignee/Bank's solicitors (wherein the Purchaser shall pay the Assignee/Bank's solicitors vetting fee of RM212.00 inclusive of 6% GST) and the Purchaser shall be liable to all costs and expenses including legal, stamp and registration fees of and incidental to the assignment/transfer of the Property.
(b) In the event that a separate individual title for the Property has been issued by the relevant authorities registered in the name of the Developer and/or the Landowner and the Developer and/or the Landowner not being agreeable to effect a direct transfer of the Property in favour of the Purchaser, in such circumstances the Assignee/Bank shall obtain a Memorandum of Transfer to be executed by the Developer and/or the Landowner in favour of the Assignor/Borrower and the consent to transfer from the relevant authorities (if required) and upon the full payment of the balance purchase price in accordance with Clause 12 above, the Assignee/Bank shall deliver the original title deed to the Purchaser together with a Memorandum of Transfer executed by the Assignee/Bank in its' capacity as the Attorney of the Assignor/Borrower in favour of the Purchaser subject to the Purchaser obtaining the consent to transfer from the relevant authorities (if required) in accordance with Clause 24 herein. All fees, charges and expenses relating to the perfection of the transfer to be registered in the name of the Assignor/Borrower shall be borne by the Assignee/Bank whereas all fees, charges and expenses relating to the perfection of the transfer to be registered in the name of the Purchaser shall be borne by the Purchaser solely".
17. Subject to Clause 10 and 11 hereof, in respect of the Property where there is/are outstanding progressive payment(s) due to the Developer, the Purchaser shall:-
 - (i) In the event that he / she require a loan to enable him / her to complete the purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, cause his / her financier to issue a letter of undertaking to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee / Bank from its original undertaking;
 - (ii) In the event that he / she shall not require a loan to enable him / her to purchase herein, the Purchaser shall within time stipulated in Clause 12 hereof, procure a bank guarantee to pay the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement made in favour of the Developer and to release the Assignee / Bank from its original undertaking;
 - (iii) Any payment due and payable to the Developer after the date of sale, including the balance progressive payment according to the schedule of payment in the Principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving of any undertaking / bank guarantee stated in Clause 17 (i) and (ii) hereof, shall be borne by the Purchaser absolutely; and
 - (iv) In the event that the Purchaser shall fail, neglect and / or refuse to procure a letter of undertaking / bank guarantee mentioned in the manner and at the times reserved in Clause 17 (i) and (ii) hereof, the Assignee shall be entitled to terminate the Sale by a notice in writing to the Purchaser wherein the 10% Deposit referred in Clause 10 shall be forfeited by the Assignee / Bank and the property may again 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 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 correct and conclusive.
18. As from the time of the sale of the property, the property shall be at the sole risk of the Purchaser(s) as regards any loss or damage of whatsoever nature or howsoever occurring.
19. The Purchasers shall admit the identity of the property purchased by the Purchaser(s) with that comprised in the Proclamation of Sale and/or muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars of the Proclamation of Sale and muniments respectively.
20. The property is sold strictly on an as is where is basis and without vacant possession and subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser(s) shall be deemed to have full knowledge of the state and conditions of the property and the Purchaser made/submitted the bid solely as a result of the Purchaser's own inspection/evaluation and depending on the Purchaser's own skill and judgment and not in reliance on any representation or warranty, whether oral and/or written and/or implied by or from the Assignee/Bank, the Assignee/Bank's personnel, and/or the Auctioneer and/or the Assignee/Bank's solicitors.
21. 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 or shall any abatement or compensation be allowed in respect thereof.

22. (a) 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 liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser(s) shall be deemed to have full knowledge of the state and conditions 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.
- (b) If the land or floor area of the Property is found to exceed that as described and additional payment is imposed for the excess area by the Developer and/or relevant authorities, then such additional payment shall be solely and absolutely borne and paid by the Purchaser.
- (c) If the land or floor area of the Property is found to be less than that as described, any claim of the reduced area shall be undertaken solely by the Purchaser against the Developer and/or such other party and neither the Assignee, the Assignee's Solicitors nor the Auctioneer shall in any way be responsible or liable for such claim. The auction sale herein shall not be annulled and there shall not be any adjustment of the Purchase Price as a result of such shortfall in the area of the Property.
23. In the event of the sale being set aside for any reason whatsoever whether by the Assignee/Bank or by an Order of Court or any legal requirement not being obtained by the Purchaser from the Developer/Landowner or any other relevant authority (other than that due to any act of default and/or omission by the Purchaser(s)), 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(s) to the Assignee/Bank) to the Purchaser(s), free of interest less costs and fees incurred by the Assignee/Bank in connection with or relating to the sale, and the Purchaser(s) shall not be entitled to any claim and demand whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or their respective servants or agents 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(s). Upon payment by the Assignee/Bank in this clause, the Purchaser(s) shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee/Bank, the Solicitors and the Auctioneer or their respective servants or agents.
24. Where applicable, the Purchaser(s) shall within ninety(90) days from the date of the auction sale apply to and obtain from the Developer/Landowner and/or other relevant authorities (if any) for consent including but not limited to consent to transfer, low cost consent and any other restriction-in-interest on the document of title (if any) and the Purchaser(s) has to comply with all the terms and conditions as imposed by the Developer/Landowner or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser(s) and to keep the Assignee/Bank or **MESSRS T.J. GOH & CO.** informed at all times of the developments and to provide the Assignee/Bank or **MESSRS T.J. GOH & CO.** a copy of the application letter and/or form duly acknowledged by the Developer/Landowner and/or other relevant authorities (if any) of the application., failing which the Assignee/Bank shall be entitled to terminate the sale and forfeit the purchase deposit and all interest (if any) paid pursuant to Clause 6 and 10 above. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser(s) solely. In the event the consent not being obtained from the Developer/Landowner and/or relevant authorities due to the act or default or omission of the Purchaser, the Assignee/Bank shall be entitled to terminate the sale and forfeit the purchase deposit and all interest (if any) paid pursuant to Clause 6 and 10 above
25. In the event the legally required terms & conditions from the Developer/Landowner and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee/Bank then the Assignee/Bank shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee/Bank shall refund all monies paid by the Purchaser(s) towards 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(s) shall not be entitled to any claims and demands whatsoever against the Assignee/Bank, the Solicitors, the Auctioneer or their respective servants or agents on account thereof.
26. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser(s). The Purchaser(s) after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at his own cost and expenses take possession of the property without obligation on the part of the Assignee/Bank or its Agent to give vacant possession.
27. All necessary 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.
28. For the purpose of these conditions time shall be the essence of the contract.
29. In the event of any discrepancy, mis-statement, omission or error appearing in the various translations on the particulars and conditions herein the English Language version shall prevail.
30. In the event of any dispute whatsoever in respect of the sale, the Purchaser(s) hereby expressly agrees to resolve the same with the Assignee/Bank.
31. Unless expressly provided herein, the Assignee/Bank, the Solicitors and the Auctioneer or any of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser(s), including but not limited in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the property whatsoever and howsoever caused or arising.
32. All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating the property are made without responsibility on the part of the Assignee/Bank, the Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee, the Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the property, the subject of the auction.
33. In the event that the sale is terminated for any reason whatsoever, the Purchaser(s) shall redeliver vacant possession of the property (if vacant possession of the property is taken by the Purchaser(s)) to the Assignee/Bank at the costs of the Purchaser(s) immediately upon such determination.
34. In the event there is any balance of monies due to the Developer by the Assignor under the Original Sale and Purchase Agreement, the Purchaser shall be liable to pay to the Developer such balance (if any).
35. The Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title [including but not limited to the payment of maintenance/services charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the Landowner and the original purchaser] as though the Purchaser were the original party thereto.
36. The Assignee and the Auctioneer shall be and are hereby at liberty postpone, call off or adjourn the auction sale at any time before the fall of the hammer with or without notice.
37. Any notice, request or demand required to be served on the Purchaser shall be in writing and shall be deemed to be sufficiently served within if it is sent by prepaid registered post to the Purchaser's address as stated herein; or his solicitors and such notice, request or demand shall be deemed to have been received **twenty four (24) hours** after it was posted notwithstanding it is subsequently returned undelivered or if it is given by hand to the Purchaser or the Purchaser's solicitors, at the time of delivery. All notices to the Assignee/Bank shall be in writing and shall be served on the Assignee/Bank by A.R.Registered Post or by hand.
38. Where applicable, Foreign Citizen/Foreign Company/Permanent Resident is only allowed to bid for the Property with the prior consent/**approval** of the Foreign investment Committee, and/or Economic Planning Unit of Prime Minister Department **and/or relevant authorities and the Assignee/ Auctioneer/Assignee's solicitors shall at all times not be held liable and/or responsible for any failure/refusal/neglect by the Foreign Citizen/Foreign Company/Permanent Resident to apply and/or obtain such approval(s)/consent(s).** In the event a bankrupt bids or acts as agent or in the event a Foreign Citizen/Foreign Company/Permanent Resident, makes a bid for the Property, **without the necessary prior approval(s)/consent(s)** the bidding deposit or the purchase deposit, as the case may be shall be forfeited to the Assignee and the Property may be, put up for sale at a date and time to be fixed by the Auctioneer/Assignee/Bank.

CONTRACT

MEMORANDUM :- At the sale by Public Auction this **27th day of September, 2016**, of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the Sale and Purchase Agreement dated the 31st day of May, 2008, entered into between **Setapak Heights Development Sdn. Bhd.** of the one part and **Mohammad Davood Kakavand** of the other part in relation to the property identified as **Developer's Parcel No. B4-13A-6, Storey No. 13A, Building No. Block B4, Villawangsamas, Bandar Baru Wangsa Maju, Kuala Lumpur** and bearing postal address at **Unit No. D-13A-03, Villa Wangsamas Condominium, No. 2, Jalan Seri Wangsa 2, Bandar Baru Wangsa Maju, 53300 Kuala Lumpur** developed by **Setapak Heights Development Sdn. Bhd.**, 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 Assignee/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.

PURCHASE MONEY **RM _____**

DEPOSIT PAID **RM _____**

BALANCE DUE **RM _____**

*** APPLICABLE IF CREDIT CARD PAYMENT IS USED IN ACCORDANCE WITH CLAUSE 10 (i) OF THE CONDITIONS OF SALE.**

*** PURCHASE MONEY** **RM _____**

*** CREDIT CARD DEPOSIT** **RM _____**

*** BALANCE DEPOSIT MONEY** **RM _____**

*** BALANCE DUE** **RM _____**

1) PURCHASER'S NAME / NRIC NO : _____

2) PURCHASER'S NAME / NRIC NO : _____

3) ADDRESS : _____

4) TELEPHONE NO : _____

SIGNATURE OF PURCHASER/S AUTHORISED AGENT

FOR MESSRS NG CHAN MAU & CO. SDN. BHD.
LICENSED AUCTIONEER

MESSRS T.J. GOH & CO.
SOLICITORS FOR THE ASSIGNEE/BANK
NAME :
NRIC NO :