

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)

1. Beneficiary A/c	: 18-0903-0018
2. RENTAS Code	: RHBBMYKL
2. Beneficiary Name	: RHB Bank Berhad – LRS CCRD/AUC
4. Payment Reference	: Borrower(s) Name : Muhamad Suhaini Bin Idris & Roslina Binti Mohamed Razali
	: Bank's NPL Reference No : SDG4766 (010) / 71201300032487
	: OIC Name : Wong Yew Meng
5. Solicitor's Reference	: RG/RHB/0225/2023/VEENA(MUHAMAD SUHAINI BIN IDRIS)

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 **18th 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.L25-G-04, Storey No. Ground Floor, Building No.25, Lestari Perdana and bearing postal address at Unit No.25-01-04, Pangsapuri Sri Indah, Persiaran Lestari Perdana, Taman Lestari Perdana, 43300 Seri Kembangan, 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

**G.RAJAN
LICENSED AUCTIONEER**

SOLICITORS FOR THE ASSIGNEE/BANK

NAME:

NRIC NO:

FOR MESSRS T. RAJAGOPALU & CO

12.4. E-Bidder shall comply with all the security measures related to safety of the password or generally in respect of the use of the service in the Auctioneer's website.

12.5. E-Bidder hereby accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidder shall immediately notify the Auctioneer.

13. Intellectual Property

13.1. Information such as documents, text, images, data and graphics displayed in the Auctioneer's website at www.rajanauctioneers.com shall not be published or used for other purposes without the permission of the Auctioneer.

13.2. In the event of infringement of the intellectual property rights under the Online Terms and Conditions herein, the Auctioneer may use any available legal remedies and/or take legal action which includes the demand for statutory damage, solicitors' fee and injunctive reliefs.

14. Miscellaneous

14.1. In the event of any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Online Terms and Conditions to any other language (if any), the Online Terms and Conditions in the English language shall prevail.