

# PROCLAMATION OF SALE

IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY (FIRST PARTY)  
all dated 18TH JULY 2018

BETWEEN

RHB BANK BERHAD [196501000373 ( 6171-M)] ..... ASSIGNEE

AND

LAI YUEN KWONG [Hong Kong Special Administrative Region, People's Republic of China passport no. K02552061] ..... ASSIGNOR/BORROWER

In the exercise of the Assignee's rights and powers vested in FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY (FIRST PARTY) all dated 18TH JULY 2018 executed by the Borrower/Assignor in favour of the Assignee, it is hereby as instructed thereto by the said Assignee, the Auctioneer will sell to the highest bidder the undermentioned property by

## AUCTION SALE

ON THURSDAY, 23RD MARCH 2023 AT 2.30 PM  
FULLY ONLINE BIDDING AUCTION

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VIA ONLINE BIDDING @ [www.AuctionSale.com.my](http://www.AuctionSale.com.my)

(All Intending Online Bidders are required to register and make payment of the auction deposit with the Auctioneer at least one(1) working day before the date of Auction otherwise the Auctioneer is entitled to reject the registration. All registered bidders are advised to log in to online bidding hyperlink provided and be on standby and ready to bid at least 10 minutes before the scheduled auction time.)

### AUCTIONEER'S NOTE :

All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:

- Read and fully understand all the terms and conditions of sale herein;
  - Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities;
  - Inspect the subject property;
  - Verify pertinent particulars of the documents;
  - Verify the postal address of the subject property with the developer;
  - Check on the issuance of separate individual title for the subject property with developer;
  - Seek legal advice on the terms and conditions of sale herein;
  - Make necessary enquiries with the relevant authorities and the developer whether the property is open to all races or Bumiputra Only, Restriction-in-Interest, Terms and Conditions of consent to the sale herein;
  - The subject property will be sold on "as is where is" basis;
  - The Assignee Bank is not responsible in obtaining any Consent from the Developer and/or state authorities or bodies prior or after the auction sale (if applicable); and
  - Check and verify whether this sale is subject to any tax liability.
- l) This material is based upon information which we consider reliable. as it been supplied by third parties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.)

### PARTICULARS OF PROPERTY

TITLE DOCUMENT : The strata title has yet to be issued by the relevant authority.  
DEVELOPER PARCEL NO : No. T2-06-03A, Storey No. 06, Building No. Block T2, Arte + @ Jalan Ampang together with accessory car park parcel no. CP7A-46, CP7A-47 and air-conditioner ledge(s)  
BENEFICIAL OWNER : LAI YUEN KWONG  
DEVELOPER : Nusmetro Ampang Sdn Bhd (Formerly known as Special Oasis Sdn Bhd ) (Company No. 973439-A)  
PROPRIETOR : Pihak Berkuasa Kemajuan Pekebun Kecil Perusahaan Getah (RISDA)  
FLOOR AREA (UNIT) : 1120 sf (104 sm)  
TITLE : Pajakan Mukim No. Hakmilik 267 Lot No. 80140 (Formerly known as HS(M) 2355 PT No.50003) Mukim of Ampang, District and State of Wilayah Persekutuan Kuala Lumpur  
ASSIGNMENT : The subject property is assigned to RHB BANK BERHAD  
TENURE : Leasehold Interest for 99 years

### LOCATION AND DESCRIPTION OF PROPERTY:

The subject property is a CORNER (3) THREE ROOMS OFFICE SUITE and bearing postal address as NO. T2-06-03A, ARTE + @ JALAN AMPANG, LORONG AMPANG 1, OFF JALAN AMPANG ULU, 55000 KUALA LUMPUR. Accommodation of the unit consists of Hall, 3 Rooms, Toilet and Yard Area

**RESERVE PRICE: RM414,500.00 (RINGGIT MALAYSIA: FOUR HUNDRED FOURTEEN THOUSAND FIVE HUNDRED ONLY).** The subject property will be sold subject to the Reserve Price and the CONDITIONS OF SALE herein. Online Bidders are further subject to the Online terms & Conditions of Sale on [www.AuctionSale.com.my](http://www.AuctionSale.com.my).

**TERMS OF PAYMENT:** All intending bidders are required to deposit 10% of the reserve price by way of BANK DRAFT in favour of RHB BANK BERHAD or via Online Banking Transfer by 5pm, at least one (1) working day before auction date and the balance of the purchase money to be settled within Ninety (90) days from the date of sale to RHB BANK BERHAD via RENTAS. For details of payment via RENTAS, please liaise with Messrs CHE MOKHTAR & LING. Please refer to the Terms & Conditions of Sale on [www.AuctionSale.com.my](http://www.AuctionSale.com.my) on the manner of payment of the deposit.

(The auctions conducted will be "FULLY ONLINE". For the auction related matters such as Deposit Payment and Bidding shall be submitted online. Kindly refer to the respective Proclamation of Sale for further details).

**CONSENT TO TRANSFER:** The subject property will be sold subject to the consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities (if applicable).

For Condition of Sale and further enquiries, please contact the undermentioned AUCTIONEER or Solicitors for the Assignee, M/S CHE MOKHTAR & LING, Level 21, Blok Utama, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. (Tel: 03-22740413 Fax: 03-22748191) [ CML-08A/RHB(1)/LYK/44286/22 ]. The Proclamation and Conditions of Sale can be downloaded from our website: [www.auctionsale.com.my](http://www.auctionsale.com.my)



### J. THILAGAMRAJ AUCTIONEERS SDN. BHD.

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Brickfields, 50470 Kuala Lumpur, Malaysia  
Tel No. : (603) 22749999 (HL)  
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Website : [www.auctionsale.com.my](http://www.auctionsale.com.my)  
Ref : 84189.3.84519

### R. RAJ YOGAN PILLAI

APHM (UM), MBA (Mgmt)  
Member of MPM (M'sia)  
Real Estate Auctioneer



# PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN KEMUDAHAN, SURAT IKATAN PENYERAHAN HAK DAN SURAT KUASA WAKIL (PARTI PERTAMA) kesemuanya bertarikh 18HB JULAI 2018

ANTARA

RHB BANK BERHAD [196501000373 ( 6171-M) ] .....

PIHAK PEMEGANG SERAH HAK

DAN

LAI YUEN KWONG [Hong Kong Special Administrative Region, People's Republic of China passport no. K02552061 .....

PIHAK PENYERAH HAK/ PEMINJAM

Dalam menjalankan Kuasa dan Hak Bank/Pemegang Serah Hak dibawah PERJANJIAN KEMUDAHAN, SURAT IKATAN PENYERAHAN HAK DAN SURAT KUASA WAKIL (PARTI PERTAMA) kesemuanya bertarikh 18HB JULAI 2018 yang disempurnakan oleh Bank/Pihak Penyerah Hak bagi pemilikan Bank/Pemegang Serah Hak, adalah dengan ini seperti yang diarahkan oleh Pemegang Serah Hak, Jurulelong akan menjual hartanah yang dinyatakan dibawah kepada penawar tertinggi secara

## LELONGAN AWAM

PADA HARI KHAMIS, 23HB MAC 2023, JAM 2.30 PETANG  
LELONGAN ATAS TALIAN (FULLY ONLINE BIDDING)

&

DILAMAN WEB @ [www.AuctionSale.com.my](http://www.AuctionSale.com.my)

(Semua pembida atas talian dikehendaki daftar dan buat bayaran deposit perolehan dengan Jurulelong sekurang-kurangnya satu(1) hari bekerja sebelum hari lelong; jika tidak maka Jurulelong berhak menolak pendaftaran tersebut. Kesemua pembida dinasihatkan log masuk pautan untuk pembidaan dalam talian yang diberikan dan mesti bersedia untuk bida atas talian sekurang-kurangnya 10 minit sebelum masa yang dijadualkan untuk lelongan)jara atas talian sila daftar sekurang-kurangnya satu(1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran dan pengesahan.)

### NOTA JURULELONG :

Semua pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:

- Membaca dan memahami dengan teliti terma dan syarat-syarat jualan ;
- Membuat carian rasmi atas hakmilik induk di pejabat tanah dan / atau pihak berkuasa berkenaan;
- Memeriksa harta tersebut;
- Memeriksa butir-butir mustahak dalam dokumen-dokumen;
- Memastikan alamat pos hartanah dengan pihak pemaju;
- Memeriksa dengan pemaju mengenai status pengeluaran hakmilik individu;
- Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini dan;
- Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju samada hartanah ini boleh dibeli oleh semua Kaum atau untuk Bumiputra sahaja, dan mengenai Sekatan Kepentingan, Terma dan Syarat-syarat kebenaran untuk jualan ini;
- Hartanah tersebut dijual dalam keadaan " seperti wujud " ( "as is where is" basis )
- Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada Pemaju dan/atau mana- mana Pihak Berkuasa Tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong (jika berkenaan)
- Semua pembeli dinasihatkan untuk menyemak dan mengesahkan sama ada jualan ini adalah tertakluk kepada sebarang liabiliti cukai
- Butir ini adalah berdasarkan informasi yang dianggap boleh dipercayai. Disebabkan ia dibekalkan oleh Pihak Ketiga kami tidak dapat menentukan ketepatan dan kelengkapannya. Oleh yang demikian, ia tertakluk kepada kesilapan atau tertinggal.

### BUTIR-BUTIR HAKMILIK

HAKMILIK	: Hakmilik strata hartanah tersebut masih belum dikeluarkan.
NO PETAK PEMAJU	: No. T2-06-03A, No Tingkat. 06, No Bangunan. Blok T2, Arte + @ Jalan Ampang berserta dengan no petak tambahan. CP7A-46, CP7A-47 dan air- conditioner ledge(s)
PEMILIK BERFAEDAH PEMAJU	: LAI YUEN KWONG
PEMILIK BERDAFTAR	: Nusmetro Ampang Sdn Bhd (Formerly known as Special Oasis Sdn Bhd ) (Company No. 973439-A)
KELUASAN UNIT	: 1120 kp (104 mp)
HAKMILIK	: Pajak Mukim No. Hakmilik 267, Lot No. 80140 (Dahulunya dikenali sebagai HS(M) 2355 PT No. 5003) Mukim Ampang, Daerah dan Negeri Wilayah Persekutuan Kuala Lumpur
PENYERAHAN HAK	: Hartanah ini diserahkan kepada RHB BANK BERHAD.
PAJAKAN	: Hakmilik pajakan selama 99 tahun

### KEDUDUKAN DAN KETERANGAN HARTANAH:

Hartanah tersebut ialah sebuah SUIT PEJABAT (3) TIGA BILIK SUDUT dan dengan alamatnya ialah NO. T2-06-03A, ARTE + @ JALAN AMPANG, LORONG AMPANG 1, OFF JALAN AMPANG ULU, 55000 KUALA LUMPUR. Akomodasi unit tersebut mempunyai Ruang, 3 Bilik, dan Kawasan Halaman

**HARGA RIZAB : RM414,500.00 (RINGGIT MALAYSIA : EMPAT RATUS EMPAT BELAS RIBU LIMA RATUS SAHAJA).**

Hartanah tersebut akan dijual tertakluk kepada Harga Rizab dan Syarat-syarat Jualan Lelong. Pembida atas talian adalah seterusnya tertakluk kepada terma-terma dan syarat-syarat di laman [www.AuctionSale.com.my](http://www.AuctionSale.com.my).

**SYARAT PEMBAYARAN:** Semua penawar yang ingin membuat tawaran adalah disyaratkan supaya membayar Wang Deposit 10% daripada Harga Rizab, secara Bank Deraf diatas nama RHB BANK BERHAD atau Pemindahan Perbankan atas Talian, sekurang-kurangnya satu(1) hari bekerja sebelum tarikh lelongan awam selewat - lewatnya pada pukul 5 petang dan diberikan kepada Jurulelong sebelum penawaran bermula. Baki wang belian hendaklah diselesaikan dalam tempoh SEMBILAN PULUH (90) HARI dari tarikh jualan kepada RHB BANK BERHAD melalui RENTAS. Untuk pembayaran melalui RENTAS, sila hubungi Tetuan CHE MOKHTAR & LING. Pembida atas talian adalah seterusnya tertakluk kepada terma-terma dan syarat-syarat di laman web [www.AuctionSale.com.my](http://www.AuctionSale.com.my).

(Lelongan akan dilakukan "SEPENUHNYA ATAS TALIAN/FULLY ONLINE BIDDING". Untuk urusan lelong seperti pembayaran Deposit dan Pembidaan hendaklah dikemukakan secara atas talian. Sila rujuk kepada Perisytiharan Jualan berkenaan untuk keterangan selanjutnya).

**KEBENARAN PINDAHMILIK:**Harta tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembeli berjaya daripada Pihak Berkuasa (jika berkenaan).

Untuk syarat-syarat jualan dan pertanyaan selanjutnya, sila berhubung dengan JURULELONG yang tersebut dibawah atau Peguamcara, TETUAN CHE MOKHTAR & LING, Level 21, Blok Utama, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. ( Tel: 03-22740413 ) ( Fax: 03-22748191 ) [ CML-08A/RHB(1)/LYK/44286/22 ]. Muat turun Perisytiharan dan Syarat-syarat Jualan dari Laman Web: [www.auctionsale.com.my](http://www.auctionsale.com.my)



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Member of MPM (M'sia)  
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## 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 AND POWER OF ATTORNEY (FIRST PARTY) all dated 18TH JULY 2018 executed by LAI YUEN KWONG [Hong Kong Special Administrative Region, People's Republic of China passport no. K02552061] ("the Assignor/Borrower") 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 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 FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND POWER OF ATTORNEY (FIRST PARTY) all dated 18TH JULY 2018 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", "Final Call". Bidders may submit their bid at any of these stages of biddings.
5. When system displays "No More Bids", 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 last 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 sale 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 via RENTAS OR Online Banking Transfer (FPX) by 5pm, at least 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 authorized 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 via RENTAS OR Online Banking Transfer (FPX) 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 Assignee's 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 from 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 price in accordance with Clause 11 above (and all monies/charges payable by the Purchaser as provided herein, including the late payment interest referred to in 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 AND POWER OF ATTORNEY (FIRST PARTY) all dated 18TH JULY 2018 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 forward to the Developer the duly stamped Deed of Assignment and a copy of this stamped Proclamation of Sale/Memorandum of Contract together with the 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 (or for property in the state of Sabah, the provisions of the Housing Development (Control and Licensing) Enactment, 1978, if applicable) 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 Assignee's 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 claims will be paid out from the purchase price subject to claim not exceeding 50% of the purchase price.
  - 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 Assignor 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 Assignee's 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 Vendor 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 withholding of any nature, that is imposed by any government authority, including, without limitation, any consumption tax and other taxes 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 16.1, 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 easements, leases, tenancies, occupiers, charges, caveats, previous sale and 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 any 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 restrictions-in-interest, easements, 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 of interest less costs, 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, its 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, its 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 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 Solicitor 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 costs 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, its 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 Condition 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's Solicitor 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 Solicitor 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, its Solicitor, 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                | RENTAS Code: RHBBMYKL |
| 2. Beneficiary Name: - RHB Bank Berhad – LRS CCRD |                       |
| 3. Payment Reference: 71446400014742              |                       |
| 4. Borrower(s) Name: LAI YUEN KWONG               |                       |
| <b>5. Bank's NPL Reference No:</b> CAT0000685     |                       |
| 6. Solicitor Ref No: CML-08A/RHB(1)/LYK/44286/22  |                       |

The Assignee or the Solicitor 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 Solicitor 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, or for property in the state of Sabah, the Housing Development (Control and Licensing) Enactment, 1978 (hereinafter referred to as the Residential Properties)

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

## ONLINE TERMS AND CONDITIONS

The Terms and Conditions specified herein shall govern all users of www.AuctionSale.com.my ("JTR AUCTION HOUSE website").

### 1. ELIGIBILITY OF E-BIDDERS

- 1.1. Parties who are interested to participate in public auction ("E-Bidders") may do so by logging on to JTR AUCTION HOUSE Website and user.
- 1.2. E-bidders who participate in the public auction via JTR AUCTION HOUSE website shall: a. Be of 18 years and above, sound mind and not an undischarged bankrupt; b. For a company, be incorporated under the laws of Malaysia and must not be in liquidation; c. Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-bidders to participate in the public auction and complete the purchase in the event of successful bid.
- 1.3. E-bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

### 2. REGISTRATION OF E-BIDDERS

- 2.1. E-Bidders shall provide true, current and accurate information to register as a user.
- 2.2. Individual E-Bidders are required to email copies of identification documents.
- 2.3. For E-bidders who are companies, certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director's Resolution shall be uploaded.
- 2.4. E-Bidders will only need to register once and the registered E-Bidder's member name and password can be used for subsequent auctions
- 2.5. E-bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.
- 2.6. It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-Bidders' eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and JTR AUCTION HOUSE website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.
- 2.7. The registration of an individual or company as a user on the JTR AUCTION HOUSE website shall not be construed as approval of eligibility of the intended e-bidder to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-bidders.

### 3. HOW TO BID

- 3.1. E-Bidders may browse through the JTR AUCTION HOUSE website and select the properties they wish to bid.
- 3.2. By proceeding with the bid in the Auction, E-Bidders are deemed to have agreed and accepted the JTR AUCTION HOUSE website Terms & Conditions.
- 3.3. The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the JTR AUCTION HOUSE website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.
- 3.4. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made via online remittance to J. THILAGAMRAJ AUCTIONEERS SDN BHD (RHB BANK BERHAD - CLIENTS' ACC) Account No:21446400004949.
- 3.5. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the JTR AUCTION HOUSE website latest by 5.00 PM, at least one (1) working day before the auction date.
- 3.6. Registration shall be subject to verification and approval of JTR AUCTION HOUSE website and subject further to deposit payment being cleared by the bank. Please take note that approval from JTR AUCTION HOUSE administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the JTR AUCTION HOUSE website. Neither JTR AUCTION HOUSE website nor its agents and/or representatives bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidder is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within two (2) working days.
- 3.7. E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer: (a) The person's NRIC copy (front and back); and (b.) A copy of the relevant Letter of Authorization.
- 3.8. Upon approval and verification by JTR AUCTION HOUSE website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive a password, i.e. "PIN", and a secured hyperlink via EMAIL to the registered mobile number which allows the registered E-Bidders to bid for their intended property on the auction day.
- 3.9. Bidding may be done via a computer, smart phone or any device with internet connection. However, upon receipt of the secured hyperlink only one device may be used to access the Online Bidding interface at any one time.
- 3.10. Once the E-Bidders have registered for Online Bidding, the E-Bidders shall keep their email account and password details strictly confidential and the E-Bidders must not permit any third party to use or access their account on their behalf or otherwise the E-Bidders will be liable for any and all bids made via their email account.
- 3.11. Prior to bidding, all E-Bidders shall read and be familiarised with the JTR AUCTION HOUSE website, the terms and conditions therein, the conditions of sale, the Terms & Conditions herein and the usage of the e-bidding system.

### 4. BIDDING PROCEDURES

- 4.1. Bidding shall generally commence based on the sequence of the lot being shown on the JTR AUCTION HOUSE website. However, the Auctioneer has the right to vary this sequence without notice.
- 4.2. It shall be the responsibility of registered E-Bidders to log in through JTR Online eBidding Portal website to wait for their turn to bid for the property lot in which they intend to bid.
- 4.3. The Auctioneer has the right to set a new reserve price in the event there is more than 1 bidder. The reference to a "bidder" here includes E-Bidders as well as on-site bidders.
- 4.4. Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.
- 4.5. "Auction to start" is displayed, followed by a message stating "Auction in Progress". Enter your "Submit Bid".
- 4.6. Each bid will be called for 3 times, "First Calling", "Second Calling", "Final Call". Registered E-Bidders may submit their bid at any of these stages of biddings by entering the bid amount.
- 4.7. Any bid by the registered E-bidders shall not be withdrawn once entered.
- 4.8. In the event of any clarification, disruption or special situation, the Auctioneer may at his discretion decide to pause, postpone and/or call off the public auction.
- 4.9. When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or through the JTR Online eBidding Portal website.
- 4.10. The bidder with the highest bid shall be declared as successful bidder upon the fall of hammer.
- 4.11. The decision of the Auctioneer shall be final and binding on all on-site and/or E-bidders.
- 4.12. A successful bidder will be directed to a page where further directions are given in order to conclude the sale of the auction property. Please also refer to Part 5 below.
- 4.13. Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
- 4.14. The information shown and/or prompted on the screen handled by the JTR Online eBidding Portal website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

### 5. POST PUBLIC AUCTION

- 5.1. Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum/Contract of Sale and pay to the Assignee/Bank the difference between 10% of the purchase price and the deposit paid under Part 3.4 above ("differential sum") via FPX (Financial Process Exchange) which is available on the JTR AUCTION HOUSE website within 3 working days from the date of auction, failing which the deposit paid will be forfeited to the Assignee/Bank and the sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said E-Bidders. The Auctioneer shall send the Memorandum/Contract of Sale for stamping and thereafter forward the same together with the deposit paid under Part 3.4 above and the differential sum paid under this part, if any, to the Assignee/Bank.
- 5.2. In the event there is any inconsistency between the personal details and documents uploaded in the JTR AUCTION HOUSE website and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum/Contract of Sale and may at its discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction.
- 5.3. The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitor for the Assignee/Bank and successful bidder, shall be a conclusive evidence for the sale of the Property to the successful bidder.
- 5.4. The Memorandum/Contract of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum/Contract of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.

### 6. OTHER APPLICABLE TERMS & CONDITIONS

- 6.1. All registered E-bidders at JTR AUCTION HOUSE undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
- 6.2. The Auctioneer may from time to time add, modify, or delete any terms and conditions herein.
- 6.3. E-Bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt any bids made by the E-Bidders.
- 6.4. The Auctioneer or the JTR Online eBidding Portal website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may howsoever occur during the process of public auction at JTR Online eBidding Portal website.
- 6.5. JTR Online eBidding Portal website is owned and operated by the Auctioneer. The E-Bidders agree and accept that the Auctioneer or the Assignee/Bank in which the Auctioneer acts for or their Solicitor or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the JTR AUCTION HOUSE website.

### 7. APPLICABLE LAWS AND JURISDICTION

- 7.1. The usage of JTR AUCTION HOUSE website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
- 7.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

8. CONFIDENTIALITY OF INFORMATION

- 8.1. By accessing this JTR AUCTION HOUSE website, the E-Bidders acknowledge and agree that JTR AUCTION HOUSE website may collect, retain, or disclose the E-Bidders' information or any information by the E-Bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
- 8.2. E-Bidders agree to accept all associated risks when using the service in the JTR AUCTION HOUSE website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
- 8.3. E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
- 8.4. E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.
- 8.5. E-Bidders 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-Bidders shall immediately notify the AUCTIONEER.

9. INTELLECTUAL PROPERTY

- 9.1. Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the JTR AUCTION HOUSE website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from JTR AUCTION HOUSE website.
- 9.2. In the event of any infringement of intellectual property rights under the Terms and Conditions herein, JTR AUCTION HOUSE website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

10. MISCELLANEOUS

- 10.1 In the event there is any discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.
- 10.2 JTR Auction House Online eBidding Terms and Conditions are supplemental, meaning that they shall be read together with the Terms and Conditions of Registration of Bidders and apply in addition to the general Conditions of Sale in the Proclamation of Sale and other terms and conditions applicable to bidders and buyers participating in the subject Sale (collectively, the "Conditions of Sale") and shall be deemed incorporated by reference and made a part of the Conditions of sale for such Sale. In the even of inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the latter shall prevail.
- 10.3 Words importing the singular number shall include the plural number and vice versa.

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MEMORANDUM OF CONTRACT

PROPERTY : A CORNER (3) THREE ROOM OFFICE SUITE  
PROPERTY ADDRESS : NO. T2-06-03A, ARTE + @ JALAN AMPANG, LORONG AMPANG 1, OFF JALAN AMPANG ULU, 55000 KUALA LUMPUR  
TITLE : Pajakan Mukim 267 Lot No. 80140 (Formerly known as HS(M) 2355 PT No.50003) Mukim of Ampang, District and State of Wilayah Persekutuan Kuala Lumpur

At the Sale by Public Auction on 10<sup>TH</sup> JANUARY 2023, of the subject property comprised as stated above that is to say the rights, title, interest and benefits under the Sale And Purchase Agreement, entered into between the Developer/Vendor and the Purchaser in relation to the subject property has been sold to the highest bidder as stated below:-

PURCHASERS NAME : \_\_\_\_\_  
NRIC NO : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

The subject property has been sold for the sum of RM \_\_\_\_\_ and a sum of RM \_\_\_\_\_ has been paid to the Solicitors as stakeholders for the Assignee by way of deposit and the Purchaser agrees to pay the balance of the purchase money and complete the purchase according to the terms and Conditions of Sale aforesaid and the said Auctioneer hereby confirms the said purchase and the Solicitors for the Assignee acknowledge the receipt of the deposit

_____	PURCHASE PRICE	:	RM	_____
SIGNATURE OF PURCHASER/S OR AUTHORISED AGENT	Taxes (if applicable)	:	RM	_____
	TOTAL PAYABLE	:	RM	_____
	DEPOSIT MONEY	:	RM	_____
	BALANCE DUE	:	RM	_____

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R. RAJ YOGAN PILLAI  
APHM (UM), MBA (Mgmt)  
Real Estate Auctioneer  
JTR : 84519

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for and on behalf of M/S CHE MOKHTAR & LING  
(the Solicitors for the Assignee)