

# BESTARI AUCTION HOUSE



BESTARI AUCTION HOUSE (PG0112226-W)  
No. 2753, 2<sup>nd</sup> Floor, Jalan Chain Ferry,  
Taman Inderawasih,  
13600 Prai, Pulau Pinang.  
H/p: 012-483 5052  
Tel: 04 – 398 6505 Fax: 04 – 399 6505  
Email: bestarig@yahoo.com

Sr NG SIEW HUA, Angie  
Pelelong Berlesen  
M. Sc. (Hons) Project Management USM  
B. Sur. (Hons) Property Management UTM  
Registered Valuer (V472)  
Registered Estate Agent (E1186)

Sr KOH SONG WANG  
Pelelong Berlesen  
B. Sur. (Hons) Land Surveying UTM

Auctioning services include  
conducting public auction sales of  
landed properties, strata properties,  
motor vehicles, chattels as well as  
commercial plant and machinery  
items.

Please Quote Our Ref.  
When Replying

Your Ref: TBP/BW/L/FC/KO-OPBANK/180359/2018/GNA(AS)  
Our Ref: bah(spu)3272A-2023-koopb-tbpbw  
Date: 18-5-2023 Rabu

TAWFEEK BADJENID & PARTNERS  
Advocates & Solicitors, Level 16, Suite 1, NB Tower,  
5050, Jalan Bagan Luar, 12000 Butterworth.  
Tel: 04-3333 842 Fax: 04-3333 847

The Manager,  
KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD  
Unit Pembiayaan Perniagaan dan Litigasi, Jabatan Kawalan dan Pemulihan,  
Tingkat 3, Wisma JCB Next, No. 27, Lorong Medan Tunku 1,  
Off Jalan Sultan Ismail, 50300 Kuala Lumpur.

Your Ref: 620010089045 Attn: Mr. Mohammad Firdaus Bin Faudzi

Dear Sir/Mdm.,

PUBLIC AUCTION SALE On 19th June 2023 Monday 3.00 PM at Reserve Price RM113,400/-  
Assignor: Mohd Redzuan Bin Abu Bakar & Noormadiyah Binti Jaafar  
Property: No. 1-1, Lorong Penaga Permai 20, Taman Penaga Permai, 13100 Penaga, Pulau Pinang

We refer to the above and your approval to the aforesaid draft.

We are pleased to forward you the enclosed fair Proclamation of Sale (English & Malay versions) together  
WITH Conditions of Sale of the property for your attention and distribution.

Kindly contact us for further clarification, if any. Thank you.

Yours faithfully,

*ngsiewhua*

**Sr NG SIEW HUA**  
Pelelong Berlesen  
Penang/Kedah/Perak

## PROCLAMATION OF SALE

In the matter of Sale & Purchase Agreement dated 12-7-2011 & Deed Of  
Assignment (By Way Of Charge) dated 20-9-2011

Between  
KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD ..... ASSIGNEE/BANK  
And  
MOHD REDZUAN BIN ABU BAKAR (NRIC 770619-07-5171/A3677444) &  
NOORMADIAH BINTI JAAFAR (NRIC 810829-08-6366) ..... ASSIGNORS/CUSTOMERS

In the exercise of the rights and powers conferred upon the Assignee/Bank under the above-mentioned security documents, it is hereby proclaimed that the Assignee/Bank with the assistance of the under mentioned Auctioneer will sell the property described below by

### PUBLIC AUCTION

**ON 19TH JUNE 2023 MONDAY 3.00 PM AT BESTARI AUCTION HOUSE,  
No. 2753, 2nd Floor, Jalan Chain Ferry, Taman Inderawasih, 13600 Prai, Pulau Pinang.**

NOTE: Prospective bidders are advised to inspect the subject property, conduct an official title search at the relevant Land Office / Land Registry and make enquiries with the Developer, the Proprietor and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale.

### The Property

Address: **No. 1-1, Lorong Penaga Permai 20, Taman Penaga Permai, 13100 Penaga, Pulau Pinang.**

Type: A corner 3-bedroom low cost townhouse.

Area: 57 square metres (613 square feet)

Description Unit: A House at Taman Penaga Permai, Parcel No. 2, Upper Floor, Land Title HS(D) 29406, Lot 5482, Mukim 4, District of Seberang Perai Utara, State of Pulau Pinang

Developer: JKP Sdn Bhd (350606-W)

Strata Title: **GRN 123010/M1/2/28, Parcel 28, Storey 2, Building M1, Lot 5482, Mukim 4, District of Seberang Perai Utara, State of Pulau Pinang.**

Express Condition: Petak ini hendaklah digunakan untuk tujuan rumah bandaran sahaja.

Restriction-In-Interest: Tanah yang diberi milik ini tidak boleh dipindahmilik, dicagar, pajak, pajakan kecil atau sebarang bentuk urusniaga jua sekalipun tanpa kebenaran bertulis daripada Pihak Berkuasa Negeri.

Endorsement: A Registrar's Caveat via Presentation No. 0799B2011001868 registered on 17-2-2011 (File ref: PPHMT/PP/C/511/74(115) BPP:54419/2009/03(20))

Proprietor: UDA Holdings Bhd (347508-T) / Perbadanan Pengurusan Rumah Bandar Taman Penaga Permai B2

Assignment: **Assigned to Koperasi Co-opbank Pertama Malaysia Berhad.**

**Reserve Price: RM113,400/- (Ringgit Malaysia One Hundred Thirteen Thousand Four Hundred Only)**

The property will be sold on AS IS WHERE IS basis, subject to the above-mentioned reserve price, subject to the Conditions of Sale, by way of an Assignment from the above Assignee/Bank and subject to the consent being obtained by the Purchaser from any relevant authorities.

All intending bidders are required to deposit a sum equivalent to 10% of the Reserve Price with the Auctioneer by **BANK DRAFT** in favour of **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** prior to the commencement of the auction sale. The Successful bidder shall pay the balance 10% purchase money (if any) immediately after the fall of hammer and the 90% purchase money within ninety (90) days from the date of auction to the **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD**.

For a copy of the Conditions of Sale and further particulars, please apply to

The Assignee/Bank Solicitors, or  
**TAWFEEK BADJENID & PARTNERS**  
Advocates & Solicitors, Level 16, Suite  
1, NB Tower, 5050, Jalan Bagan Luar,  
12000 Butterworth.  
Tel: 04-3333 842 Fax: 04-3333 847  
ref: TBP/BW/L/FC/KO-OPBANK/180359/2018/GNA(AS)

Licensed Auctioneer: **Sr NG SIEW HUA**  
**BESTARI AUCTION HOUSE** (PG0112226-W)  
No. 2753, 2nd Floor, Jalan Chain Ferry, Taman  
Inderawasih, 13600 Perai, Penang.  
Email: bestarig@yahoo.com  
Tel. 04-398 6505 HP 012-483 5052 Fax. 04-399 6505

## PERISYTIHARAN JUALAN

Dalam perkara Perjanjian Jual Beli bertarikh 12-7-2011 Dan Suratikatan  
Penyerahan Hak (Dengan Cara Cagaran) bertarikh 20-9-2011

Antara

KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD ..... PEMEGANG SERAH-HAK/BANK  
dan  
MOHD REDZUAN BIN ABU BAKAR (NRIC 770619-07-5171/A3677444) &  
NOORMADIAH BINTI JAAFAR (NRIC 810829-08-6366) ... PENYERAH-HAK/PELANGGAN

Dalam menjalankan kuasa hak yang telah diberikan kepada Pihak Bank/Pemegang Serah-hak di bawah dokumen sekuriti yang tersebut di atas, adalah dengan ini diisytiharkan bahawa Pihak Bank/Pemegang Serah-hak dengan dibantu oleh Pelelong tersebut di bawah akan menjual secara:

### LELONGAN AWAM

**PADA 19HB JUN 2023 ISNIN JAM 3.00 PETANG Di BESTARI AUCTION HOUSE,  
No. 2753, 2nd Floor, Jalan Chain Ferry, Taman Inderawasih, 13600 Prai, Pulau Pinang.**

NOTA: Semua penawar yang berminat adalah dinasihatkan untuk memeriksa hartanah tersebut, membuat carian rasmi suratan hakmilik di Pejabat tanah/Daftar dan membuat segala pertanyaan dan penyiasatan dengan pihak Pemaju/Pemilik dan semua pihak-pihak berkuasa yang berkenaan untuk maklumat yang tepat mengenai hartanah tersebut sebelum jualan lelong.

#### Hartanah:

Alamat: **No. 1-1, Lorong Penaga Permai 20, Taman Penaga Permai, 13100 Penaga, Pulau Pinang.**

Jenis: Sebuah rumah bandaran 3-bilik unit tepi.

Luas: 57 meter persegi (613 kaki persegi)

Unit Pemajuan: Sebuah Rumah Taman Penaga Permai, Petak No. 2, Tingkat Atas, Hakmilik HS(D) 29406, Lot 5482, Mukim 4, Daerah Seberang Perai Utara, Negeri Pulau Pinang JKP Sdn Bhd (350606-W)

Pemaju: **GRN 123010/M1/2/28, Petak 28, Tingkat 2, Bangunan M1, Lot 5482, Mukim 4, Daerah Seberang Perai Utara, Negeri Pulau Pinang.**

Hakmilik Strata: **Petak ini hendaklah digunakan untuk tujuan rumah bandaran sahaja.**

Syarat Nyata: Tanah yang diberi milik ini tidak boleh dipindahmilik, dicagar, pajak, pajakan kecil atau sebarang bentuk urusan jua sekalipun tanpa kebenaran bertulis daripada Pihak Berkuasa Negeri.

Sekatan Kepentingan: Satu Kaveat Pendaftar melalui Perserahan No. 0799B2011001868 didaftar pada 17-2-2011 (File ref: PPHMT/PP/C/511/74(115) BPP:54419/2009/03(20))

Endorsan: UDA Holdings Bhd (347508-T) / Perbadanan Pengurusan Rumah Bandar Taman Penaga Permai B2

Pemilik: **Diserah-hak kepada Koperasi Co-opbank Pertama Malaysia Berhad.**

Serahan Hak:

#### Harga Rizab: RM113,400/- (Ringgit Malaysia Satu Ratus Tiga Belas Ribu Empat Ratus Sahaja)

Hartanah tersebut akan dijual DALAM KEADAAN SEDIA ADA, tertakluk kepada Harga Rizab tersebut di atas, tertakluk kepada syarat-syarat jualan melalui Suratikatan Penyerahhakan dari Bank/Pemegang Serahhak di atas dan tertakluk kepada persetujuan yang perlu diperolehi oleh Pembeli daripada pihak-pihak berkuasa yang berkenaan.

Semua penawar yang berminat hendaklah mendeposit satu jumlah bersamaan dengan 10% daripada harga rizab kepada Pelelong secara **DERAF BANK** di atas nama **KOPERASI CO-OPBANK PERTAMA (MALAYSIA) BERHAD**, sebelum jualan lelongan bermula. Penawar yang berjaya harus membayar baki 10% harga beli (jika ada) segera sebaik sahaja tukul diketuk dan baki 90% harga beli dalam tempoh sembilan puluh (90) hari dari tarikh jualan lelongan awam ini kepada **KOPERASI CO-OPBANK PERTAMA (MALAYSIA) BERHAD**.

Untuk butir-butir lanjut, sila berhubung dengan:-

Peguamcara:  
**TAWFEEK BADJENID & PARTNERS**  
Peguamcara & Peguambela, Level 16, Suite  
1, NB Tower, 5050, Jalan Bagan Luar,  
12000 Butterworth.  
Tel: 04-3333 842 Fax: 04-3333 847ref:  
TBP/BW/L/FC/KO-OPBANK/180359/2018/GNA(AS)

Pelelong Berlesen: **Sr NG SIEW HUA**  
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Email: bestarig@yahoo.com  
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# CONDITIONS OF SALE

## 1. ASSIGNEE'S POWER OF SALE

This sale is made by KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD ("The Assignee/Bank") in exercise of the rights, powers and remedies conferred upon them by relevant security documents including and not limited to Deed of Assignment ("The Security Document") executed by the aforesaid Assignor(s)/Customer(s) subject to all liabilities and obligations pertaining to the subject property ("The Property").

Tracing of ownership or the chose in action to the Property shall be made by reference to the Principal Sale & Purchase Agreement, the aforesaid Security Document, deeds, instruments, contracts or related documents listed in the Schedule hereto in the possession of the Assignee/Bank notwithstanding (if such the case) that separate document of title or Individual Title or Strata Title for the Property may be issued by the relevant authorities.

## 2. RESERVE PRICE AND BIDDING AT AUCTION

2.1. The sale is subject to the Reserve Price.

2.2. No bid shall be less than the previous bid and an amount to be fixed by the Auctioneer at the auction sale and no bidding shall be withdrawn or retracted.

2.3. Subject to the provision of Clause 6 below the highest bidder for the **Property** described in the Proclamation of Sale shall be the Purchaser thereof and the Assignee/Bank or the Auctioneer shall have the right to refuse any bid, if any dispute shall arise as to any bidding, the Property shall be at option of the Assignee/Bank or the Auctioneer be put again for sale at the last undisputed bidding and the Assignee/Bank or the Auctioneer may decide on the dispute and such decision by the Assignee/Bank or the Auctioneer shall be final.

## 3. BIDDING DEPOSIT

Subject to Clause 6.1 below, all intending bidders (except the Assignee/Bank) shall deposit with the Auctioneer, prior to the auction sale, a bank draft or cashiers order drawn in favour of KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD for a sum ("Bidding Deposit") equivalent to ten per centum (10%) of the Reserve Price.

## 4. AUTHORITY TO ACT/BID

4.1. Any agent acting on behalf of another person is required to deposit with the Auctioneer, prior to the auction sale a letter of authority from such person stating that he is acting on behalf of the person.

4.2. 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.

4.3. If the sale is restricted to Bumiputra only, such bidders shall be Bumiputra.

4.4. 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.

## 5. PROHIBITED TO ACT/BID

5.1. A bankrupt shall not be allowed to bid or act as agent of the bidder. Where the bidder is a foreigner or a foreign controlled company it shall be the bidders duty to ensure that the bidder is permitted by the prevailing laws, regulations and guidelines to purchase the property. All applications for approval by such foreign bidder shall be at the sole responsibility and cost of the bidder.

5.2. In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.

5.3. The Auctioneer with the consent of the Assignee/Bank shall have the absolute discretion and right to reject any bid by any bidder.

## 6. ASSIGNEE/BANKS RIGHTS AT SALE

The Assignee/Bank reserves the following rights:-

### 6.1. Right To Bid

To bid without having deposit with the Auctioneer the requisite ten per centum (10%) of the Reserve Price, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor(s)/Customer(s) under The Security Documents and all cost and expenses of, in connection with and resulting from the sale.

### 6.2. Rights To withdraw Sale

To withdraw, postpone and call off the sale of the Property at any time before the fall of the hammer, and

### 6.3. Rights To Re-sale After Withdrawal

To sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.

## 7. WITHDRAWAL OF BID

Any bidder, who makes a bid but withdraws the same before the fall of the hammer, shall have their deposit equal to 10% of the Reserve Price forfeited as agreed liquidated damages for payment to the Assignee/Bank. The Auctioneer reserves the rights to put the Property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.

8. PAYMENT

- 8.1. Immediately after the fall of the hammer, the successful bidder ("The Purchaser") shall sign the Memorandum at the foot of these conditions.
- 8.2. In the event that Purchase Price is higher than the Reserve Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum (Differential Sum) equivalent to the difference between ten per centum (10%) of the Purchase Deposit and the Bidding Deposit by cash or bank draft or cashiers order drawn in favour of KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD, as payment of deposit and towards part payment of Purchase Price.
- 8.3. In the event the Purchaser fails to pay the Differential Sum or fails to sign the Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at 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, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.
- 8.4. In the event the Purchaser stops payment or countermands on the bank draft of the Bidding Deposit and/or the Purchase Deposit, the property may 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 a resale together with any deficiency in the price obtained at 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 binding, correct and conclusive.
- 8.5. The balance of Purchase Price shall be paid by the Purchaser within NINETY (90) DAYS without any extension from the date of the sale, by bank draft only drawn in favour of KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD. The Purchaser shall at its own costs and expenses apply to the relevant State Authorities for the consent to transfer not later than fourteen (14) days from the date of sale and procure the consent to transfer from the State Authorities not later than three (3) months from the date of sale, or such other extended period as may be granted by the Assignee/Bank at its absolute discretion from time to time.
- 8.6. In the event that the Purchaser defaults in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, then the Assignee/Bank may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the Bidding Deposit and the Purchase Deposit paid under Clause 3 and Clause 8.2 above shall be forfeited by the Assignee/Bank and the Property may again be put up on 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 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, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

9. DEED OF ASSIGNMENT/TRANSFER

Upon full payment of the Purchase Price and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any, the Assignee/Bank and the Purchaser shall observe the following:-

- 9.1. As soon as practicable after receipt in full by the Assignee/Bank of the Balance Purchase Price, the Assignee/Bank shall execute or cause to be executed at the Purchaser's costs and expenses (including but not limited to the legal fees, stamp duties and registration fees) in favour of the Purchaser an assignment of all rights, title, interest and benefits under the Principal Sale & Purchase Agreement entered between the Developer/Landowner and the original Purchaser upon terms and conditions stipulated by the Assignee/Bank at its absolute discretion. The Assignee/Bank shall upon such execution deliver to the Purchaser or the Purchaser's Financier as the case may be, the Principal Sale & Purchase Agreement and previous Security Documents relating to the Property which may be in possession of the Assignee/Bank. For this purpose, the Purchaser, hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank. The Purchaser shall be liable to all costs and expenses including but not limited to the legal fees, stamp duties and registration fees of and incidental to the transfer of the Property in the event of the Individual Title/Individual Title has been issued. The Assignee/Bank shall not be required to assign the Property to any person other than the Purchaser.
- 9.2. If separate documents of title/Individual Title for the Property has been issued whether before, on or after the date of sale, the Assignee/Bank shall not be required to register the charge(s) nor to procure a transfer in Form 14A as prescribed by National Land Code 1965 but such transfer from the Developer/Landowner (as the case may be) shall be prepared by and at the expense of the Purchaser who undertakes to pay sums and comply with the conditions (if any) imposed by the Developer and/or Landowner and/or their solicitor and/or the relevant authorities pertaining to the registration of such transfer of the Property.

10. CONDITION OF THE PROPERTY

All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the Property in the state and condition in which the Property is at the date of the auction sale.

11. TENANCIES AND RESTRICTIVE COVENANTS

The Property is believed to be taken correctly described and is sold on as is where is basis, subject to all express and implied conditions, restriction-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances, all public and private rights of way, support, drainage and light and all other rights, if any, subsisting thereon or there over without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

12. IDENTITY OF THE PROPERTY
- 12.1. The Purchaser shall admit the identity of the Property with that described in Proclamation of Sale and other such documents offered by the Assignee/Bank as the title to the Property by comparison of the description in the Proclamation of Sale and the aforesaid Security Document.
- 12.2. Any error, misstatement, omission or mis-description of the Property in the Proclamation of Sale and the documents referred to in the Clause 12.1 above shall not annul the sale, nor shall any compensation be allowed thereof.
13. RISK OF PROPERTY
- 13.1. As from the time of sale, the Property shall be at the sole risk of the Purchaser as regards to loss or damages of whatsoever nature or howsoever occurring including by fire or other **accident**, state of cultivation, non-occupation or otherwise.
- 13.2. The Purchaser shall be deemed to have inspected and investigated the condition of the Property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the Property complies with any relevant by-laws or legislation. The Purchaser shall take the Property as is where is and shall not require the connection of water, electricity or other utilities thereto **or** the removal of any rubbish thereat. The fact (if such be the case) that the Property or renovations thereat contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- 13.3. Upon the fall of the hammer, all risks of the Property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils.
- 13.4. The Assignee/Bank 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/Bank accepts no liabilities for any payments, which may be outstanding in respect thereof and the Property, is sold subject thereto.
14. QUIT RENT ETC,
- Any arrears of maintenance charges, quit rents and assessments due and payable up to six (6) years in respect of the Property to any relevant authorities or the Developer or Landowner or relevant third parties up to the date of sale shall be paid out of the Purchase Money and such sums due and payable after the date of sale shall be borne by the Purchaser.
- 14.1. The Purchaser shall within three (3) months from the date of auction sale notify the Assignee/Bank of any arrears of maintenance charges, quit rents and assessments excluding utilities bills which is due to any relevant authorities or the Developer up to the date of the auction sale failing which the Assignee/Bank shall not be held liable for any claim(s) thereof. The Assignee/Bank upon receipt of the request for extension in writing from the Purchaser, may in its absolute discretion extend the notification period for a further thirty (30) days.
- 14.2. The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for affecting the transfer or assigning the beneficial ownership in the Property to the Purchaser.
- 14.3. The Assignee/Bank shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities bills relating to the Property namely administrative fees, sinking fund, telephone, water, electricity, gas, sewerage charges or any other utilities.
- 14.4. In the event there is any balance money by way of outstanding progressive payments payable or any other claims and due to the Developer under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer on its own and there shall be no deduction whatsoever from purchase price.
15. CONSENT
- It shall be the responsibility of the Purchaser to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the Assignment and/or the transfer of the Property by the Developer/Landowner shall be borne by the Purchaser. The Purchaser undertakes to keep the Assignee/Bank and/or their solicitors informed of progress of such applications.
16. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED
- 16.1. In the event of the sale being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court or consent not being obtained from the Developer/Landowner and/or other relevant authorities (other than for reasons attributable to any act of default or omission by the Purchaser) on the expiry of time period prescribed for completion, then the Assignee/Bank is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:
- (a) If in the meanwhile the Purchaser has entered into possession of the Property, then the Purchaser is liable at his own costs and expenses to reinstate the Property to the original condition as at the auction sale, and thereafter peacefully to yield up vacant possession of the Property to the Assignee/Bank within seven (7) days upon service of the notice terminating the sale; and
- (b) The costs and expenses reasonably incurred by the Assignee/Bank in connection with the sale, as well as the costs to reinstate damage (if any) to the Property caused by the Purchaser in possession thereof shall be deducted and set-off against the Deposit or Purchase Price and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee/Bank certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.
- 16.2. In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Bidding Deposit and the Purchase Deposit paid pursuant to Clauses 3 and 8.2 above.
17. VACANT POSSESSION
- The Purchaser after the payment of Purchase Price shall at its own costs and expenses take possession of the Property without any obligation on the part of the Assignee/Bank to give vacant possession. In the event of circumstances existing, which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim reduction in the price or for damages.

18. TIME IS ESSENCE

Time wherever mentioned herein shall be the essence of these conditions.

19. TRANSLATIONS

In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and conditions herein, the English version shall prevail.

20. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS

The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the Certificate of Sale made pursuant hereto or the Principal Sale and Purchase Agreement entered between the Developer/Landowner and the original Purchaser before the Property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Banks decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

21. ENCROACHMENT/ACQUISITION

The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any other authorities 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 authorities has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.

22. AMBIGUITY/INCONSISTENCY

In event of ambiguity or inconsistency in the interpretation of these Conditions Of Sale, such ambiguity or inconsistency shall be resolved in favour of the Assignee/Banks and the Assignee/Banks interpretation shall prevail and binding on the Purchaser.

23. GENERAL

The Purchaser is treated as buying with full knowledge of the Security Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the Property purchased by him with that described in the Security Documents without requiring any further proof. The Assignee/Bank shall not be required to explain or remedy any discrepancy or omission discovered in the Security Documents, No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Security Documents and no objection or requisition shall be raised as to loss of the original(s), or the failure of stamp documents or insufficient duty paid thereon, or failure to register any instruments.

24. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

- a. For the purpose of this Clause: "Tax" means 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 Appropriate Authority, including, Without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.
- b. The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- c. In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.
- d. The Purchaser shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority .
- e. If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.
- f. All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.
- g. The Purchaser hereby agrees to do all things reasonably requested by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.
- h. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

# CONTRACT

MEMORANDUM: At the sale by Public Auction held this **19<sup>th</sup> June g2023** of the property comprised in the foregoing particulars that is to say the rights title interest and benefits under:

Sale & Purchase Agreement dated 12-7-2011 & Deed Of Assignment (By Way Of Charge) dated 20-9-2011 made between **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** (Assignee/Bank) and **Mohd Redzuan Bin Abu Bakar (NRIC 770619-07-5171/A3677444) & Noormadiyah Binti Jaafar (NRIC 810829-08-6366)** (Assignors/Customers) in relation to the Property,

**Developer's No. Sebuah Rumah Taman Penaga Permai, Petak No. 2, Tingkat Atas, Hakmilik HS(D) 29406, Lot 5482, Mukim 4, Daerah Seberang Perai Utara, Negeri Pulau Pinang, strata title GRN 123010/M1/2/28, Parcel 28, Storey 2, Building M1, Lot 5482, Mukim 4, District of Seberang Perai Utara, State of Pulau Pinang** and having postal address No. 1-1, Lorong Penaga Permai 20, Taman Penaga Permai, 13100 Penaga, Pulau Pinang.

The highest bidder stated below has been declared the Purchaser of the above mentioned property for the below mentioned Purchase Money and has paid the below mentioned Deposit Money by way of deposit and agrees to pay the below mentioned Balance Due and to complete the purchase in accordance with the term and conditions of the Conditions of Sale. The Auctioneer hereby confirms the said purchase and the Solicitors hereby acknowledges receipt of the said deposit.

Purchaser/s:

Name:

Purchase Money:

NRIC:

Deposit Money:

Address

Balance Due:

.....  
Signed By Purchaser /  
Authorized Agent

.....  
Signed for The Bank/Assignee  
**KOPERASI CO-OPBANK  
PERTAMA MALAYSIA BERHAD**  
by **TAWFEEK BADJENID &  
PARTNERS**, Advocates & Solicitors,  
Level 16, Suite 1, NB Tower, 5050,  
Jalan Bagan Luar, 12000 Butterworth.  
Tel: 04-3333 842 Fax: 04-3333 847  
ref: TBP/BW/L/FC/KO-  
OPBANK/180359/2018/GNA(AS)

.....  
Signed By Licensed Auctioneer  
**Sr NG SIEW HUA**  
**BESTARI AUCTION HOUSE**  
**(PG0112226-W)**  
No. 2753, 2nd Floor, Jalan Chain  
Ferry, Taman Inderawasih, 13600  
Perai, Penang.  
Email: bestarig@yahoo.com  
Tel. 04-398 6505 HP 012-483 5052  
Fax. 04-399 6505