

CONDITIONS OF SALE

1. POWER OF SALE

- 1.1 This sale is made by PREM LATA A/P SHAMBUNATH (NRIC NO.630222-10-6684) (hereinafter referred to as "the Petitioner) in exercising the rights and powers conferred upon the Petitioner pursuant to the Consent Order dated 9th May 2024 in Divorce Petition No. **BKI-33-111-8/2023** (hereinafter referred to as "**the said Consent Order**") between the Petitioner and RANTAN KUMAR SINGH A/L JAINU SINGH (NRIC NO.591021-08-6411) (hereinafter referred to as "the Respondent) that all the Respondents' right and interest in the parcel of land described in a piece of land held under Country Lease 215481753 approximately measuring of 412.6 square meters more or less situated in the district of Penampang, Sabah together with the buildings thereon and appurtenance thereto (herein referred to as "the said Property") be attached and taken in execution pursuant to the said Consent Order and is made subject to conditions and category of land use, express or implied or imposed upon or relating to or affecting the said Property particularly stated in the Title Deed of the said Property.
- 1.2 The sale of the said Property is sold on an "as-is-where-is" basis and subject to all encumbrances which may be now subsisting, or which may hereafter come into existence.

2. THE RESERVE PRICE

- 2.1 Subject to the reserved price, the highest bidder being allowed by the Auctioneer shall be the Successful Bidder (hereinafter referred to as the "Successful Bidder") but the Petitioner shall have the right to refuse any bid without having the necessity to give any reason for such refusal.
- 2.2 If any dispute shall arise to any bid(s) and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Petitioner's consent, at his own discretion determine the dispute or re-conduct the auction sale at the last undisputed bid or withdraw the said Property to be put up again for auction sale.
- 2.3 No bid shall be less than the previous bid and the reserved price for the said Property and no bid shall be retracted.

3. THE AUCTIONEER

- 3.1 The Auctioneer conducting the auction sale of the said Property shall be Messrs. PG ACT FAST AUCTION (SABAH) SDN BHD, as named in the Proclamation of Sale, is a Licensed Auctioneer appointed by the Petitioner in accordance with the said Consent Order.
- 3.2 The Auctioneer shall not in any manner or for any reason whatsoever be deemed to be an agent of the Petitioner and/or the said Property.

4. THE BIDDERS

- 4.1. Any intending bidders who intend to bid on behalf of another person, body corporate or firm is required to give the Auctioneer prior to the auction sale an authorization letter stating that he or she is authorized to sign all the necessary documents. For Bumiputra Lot, only Bumiputra is allowed to act for and on behalf of the intending bidder or bidder.
- 4.2. All intending bidders shall be required to verify their identity(ies) by showing the Auctioneer their identification documents prior to the commencement of auction, failing which they shall not be entitled to bid.
- 4.3. A bankrupt/ wound up company shall not be allowed to bid or act as agent for the bidder(s). Where the bidder is a foreigner or a foreign controlled company, it shall be the bidder's duty to ensure that the bidder is permitted by the prevailing law, regulations, and guidelines to purchase the said Property. All applications for approval by such a foreign bidder shall be at the sole responsibility and cost of the bidder.

5. PURCHASE PRICE

- 5.1. Immediately after the fall of the hammer, the Successful Bidder shall execute the memorandum attached hereto ("the Memorandum").
- 5.2. The executed Memorandum together with the Conditions of Sale and Proclamation of Sale shall in their entirety form the contract of sale for the said Property ("the Contract of Sale").
- 5.3. The last highest bid accepted by the Auctioneer and upon which the said Property is sold to the Successful Bidder shall be the purchase price for the said Property ("the Purchase Price").

6. BIDDING PRICE

- 6.1. Prior to the auction date, all intending bidder(s) shall deposit a sum equivalent to ten per cent (10%) of the reserved price for the said property with a valid BANK DRAFT or CASHIER'S ORDER in favour of "Chee & Co" being the Conveyancing Solicitors named in the said Consent Order (hereinafter referred to as "**the Conveyancing Solicitors**"). ("the Bidding Deposit").
- 6.2. The auction sale shall be deemed to have commenced upon being so declared by the Auctioneer.
- 6.3. Any party who failed to deposit the Bidding Deposit to the Petitioner's Solicitor within the time and in manner specified in clause 6.1 hereto shall not be permitted to participate in the auction sale.
- 6.4. No bid shall be less than the previous bid and the reserved price for the said Property and no bid shall be retracted. Should there be any retraction from a registered bidder or the highest bidder after commencement of the auction (of after the fall of the hammer), the

deposit of 10% of the reserve price placed by the registered bidders or the highest bidder shall be forfeited by the Petitioner and the said Property shall at the absolute discretion of the Petitioner be put up for sale again or the Petitioner may decide to adjourn the auction sale to another date.

7. PAYMENT OF THE PURCHASE PRICE

- 7.1. In the event that the Purchase Price is higher than the Reserved Price, the Successful Bidder declared by the Auctioneer shall within three (3) days from the date of being declared the Successful Bidder pay a sum ("Differential Sum") equivalent to the difference between ten percent (10%) of the Purchase Deposit, and the Bidding Deposit by BANK DRAFT or CASHIER'S DRAFT in favour of "Chee & Co" being the Conveyancing Solicitors named in the said Consent Order, as payment of deposit and towards part payment of the Purchase Price.
- 7.2. In the event the Successful Bidder fails to pay the Differential Sum or fails to sign the Contract of Sale within three (3) days from the date of being declared the Successful Bidder, the Bidding Deposit shall be forfeited by the Petitioner and the said Property shall be put up for sale again at the date and time to be fixed by the Petitioner. The cost and expense of, in connection with and resulting from such re-auction together with any deficiency in the price obtained at the re-auction comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Successful Bidder. A certificate by an officer of the Petitioner as to the costs and expenses of, in connection with, resulting from, such re-auction shall be accepted by the Successful Bidder as binding, correct and conclusive.
- 7.3. The balance of the Purchase Price shall be paid by the Successful Bidder within NINETY (90) DAYS from the date of the auction sale to the Conveyancing Solicitors authorized to collect and receive the proceeds of the auction sale of the said Property.
- 7.4. Notwithstanding Clause 7.3 above, the Petitioner may at the request of the Successful Bidder grant an extension of time immediately following the expiry of the aforesaid ninety (90) days to pay the balance of the purchase price provided always that the Successful Bidder shall pay the Petitioner interest at the rate of eight percent (8%) on the unpaid balance of the purchase price calculated from the day during the such extended period of time to pay the balance of the purchase price.
- 7.5. In the event that the Successful Bidder default in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, then the Petitioner 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 inclusive of the Differential Sum above shall be forfeited by the Petitioner and may put up on sale at a date and time fixed by the Petitioner.
- 7.6. The proceeds of sale shall be paid to the Conveyancing Solicitors who shall within fourteen (14) days of receipt, pay and distribute the same equally between the Petitioner and Respondent in accordance with the said Consent Order, subject always to the following prior deduction, disbursements and or payments: -

- (i) Paying and settling all sums due under any Charge as may be registered against the said Property, if any;
- (ii) Paying all costs and expenses of execution including but not limited to valuation fee, Auctioneer's fee and the fees of the Solicitors named in the Proclamation of Sale, Messrs J. Marimuttu & Partners;
- (iii) Paying all legal fees and expenses incurred by the Conveyancing Solicitors named in the said Consent Order;
- (iv) Paying legal fees and expenses incurred by Messrs. Rakhbir Singh & Co., Advocates and Solicitors for the Petitioner in the said Consent Order, as set out in paragraph (j) thereof;
- (iv) Paying all dues payable to the Government in respect of the said Property sold including assessment which are due and unpaid as at the date of sale; and
- (v) All other costs incidental to, connected with or in respect of the auction herein.

8. PETITIONER'S RIGHTS AT SALE

The Petitioner reserves the following rights for the auction sale:-

8.1. Rights to withdraw sale

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

8.3. Rights to re-sale after withdrawal

To sell the said 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 said Property to be auctioned and in such manner as Petitioner may think fit.

9. COMPLETION

9.1. As soon as practicable after the payment in full of the Purchase Price together with all interest on late payment (if any), the Conveyancing Solicitors shall request the Respondent to execute the Memorandum of Transfer and all necessary documents to facilitate and complete the sale and transfer of the said Property in favour of the successful bidder in accordance with the said Consent Order. Provided always that in the event the Respondent fails or is unwilling to sign the said documents to facilitate the sale and transfer of the said Property within seven (7) days of being requested to do so, the Conveyancing Solicitors shall obtain the execution of the said documents in accordance paragraph (h) of the said Consent Order.

9.2. The Successful Bidder's Solicitors shall upon such terms prepare the Memorandum of Transfer and forward the same to the Conveyancing Solicitors for the execution of the Respondent.

- 9.3. The Conveyancing Solicitors are irrevocably authorized to apply the Purchase Price towards the settlement of the items as stated in Clause 7.6 above.
- 9.4. The Conveyancing Solicitors shall liaise with the Petitioner and or the Respondent for the release of the original title deed of the said Property;
- 9.5. The Successful Bidder shall bear all costs and expenses including but not limited to the legal fees, ad-valorem stamp duty and registration fees of an incidental to the perfection of the transfer of the said Property to the Successful Bidder.

10. MEMORANDUM OF TRANSFER

- 10.1. Upon full payment of the purchase price in accordance with Clause 5.3 above and subject to the approval and the consent of transfer from any relevant authority or authorities, the Respondent shall execute or cause to be executed all relevant and necessary documents and instruments related to and or in order to give full effect to the said Consent Order including but not limited to the Memorandum of Transfer in favour of the Successful Bidder, within seven (7) days of request by the Conveyancing Solicitors.
- 10.2. If required, the Successful Bidder shall within ninety (90) days from the date of the auction sale or such extended period granted pursuant to Clause 7 herein apply to and obtain from the relevant authority or authorities, if any, for consent to transfer and the Successful Bidder has to comply with all the terms and conditions as imposed by the relevant authority or authorities as the case may be in granting the said consent to transfer to the Successful Bidder within the aforesaid period or within such period as maybe specified by the relevant authority or authorities, whichever is earlier and to keep the Petitioner or the Messrs. J. Marimuttu & Partners, the Solicitors named in the Proclamation of Sale informed at all times of the developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Successful Bidder.

11. CONDITION OF THE SAID PROPERTY

All the intending bidders and/or bidders shall be deemed to have carried out all investigations and examinations of the said Property and the title particulars at their own cost and expense and upon being successful, accepts the said Property in the state and conditions in which the said Property is at the date of the auction sale.

12. DESCRIPTION OF THE SAID PROPERTY

- 12.1 The said property as referred to in the Proclamation of Sale shall be deemed to have been correctly and sufficiently described and is sold subject to all liabilities and rights, if any, subsisting thereof.
- 12.2 All intending bidders shall be deemed to have sought independent legal advice, made necessary enquiries, searches and inspection of the said Property and is satisfied with the identity, description, state and condition of the said Property.

- 12.3 The said 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 liabilities to any relevant authority or authorities incurred but not ascertained and any rates made but not demanded, encumbrances and rights, if any, subsisting thereon or thereover without any obligation arising to define the same respectively and Successful Bidder shall be deemed to have full knowledge of the state and condition of the Said Property and no error, misstatement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
- 12.4 In the event of any error, mis-statement, omission and/or mis-description of any kind relating to the said Property in the Proclamation of Sale or any documents, such error, mis-statement, omissions and/or mis-description shall not in any manner annul the sale, nor shall there be and adjustment of the Purchase Price nor shall compensation be allowed nor shall the Petitioner be open to any liability of any form.

13. VACANT POSSESSION

The Petitioner and the Respondent shall deliver vacant possession of the said Property to the Successful Bidder upon the receipt of the balance of the purchase price in full together with accrued interest thereon, if any, by the Conveyancing Solicitors and upon confirmation by the Conveyancing Solicitors that all distribution and payments as set out in Clause 7.6 above have been satisfied.

14. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED

- 14.1. In the event the auction sale being set aside for any reason whatsoever by the Petitioner or by an Order of Court or consent not being obtained from any relevant authority or authorities other than that due to any act of the default and/or omission by the Successful Bidder, the auction sale shall become null and void and be of no further effect from the date thereof and the Petitioner shall refund the Bidding Deposit inclusive with the Differential Sum and other monies, if any, as the case may be, to the Successful Bidder free of interest and the Successful Bidder shall not be entitled to any claim and/or demand whatsoever against the Petitioner.
- 14.2. In the event that the consent from the relevant authority or authorities shall be granted subject to the conditions not acceptable to the Petitioner, the Petitioner shall be entitled to terminate the sale in their absolute discretion whereupon the sale shall be terminated and this sale shall become null and void and be of no further effect and the Petitioner shall refund the deposit and other monies, if any, paid herein towards account of the purchase price by the Successful Bidder to the Petitioner free of interest less costs and fees incurred by the Petitioner in connection with or relating to the auction sale and the Successful Bidder shall not be entitled to any claim and demand whatsoever against the Petitioner, the Conveyancing Solicitors, the Solicitors named in the Proclamation of Sale, the Auctioneer or their respective servants or agents and all relevant and related party or parties or any other party on account thereof.

- 14.3. Upon refund and payment by the Petitioner under this clause, the Successful Bidder shall have no other or further claims or demands against the Petitioner, Conveyancing Solicitors, the Solicitors named in the Proclamation of Sale, the Auctioneer or their respective servants or agents and all relevant and related party or parties or any other party on account thereof.

15. DEFAULT TERMINATION

In the event that the sale is terminated for any reason whatsoever, the Successful Bidder, if vacant possession of the said Property is delivered, shall re-deliver vacant possession of the said Property to the Petitioner at the costs of the Successful Bidder immediately upon such termination.

16. RISK(S) OF THE SAID PROPERTY

- 16.1. As from the time of sale, the said Property shall be at the sole risk of the Successful Bidder as regards to any loss or damage of whatsoever nature or howsoever occurring.
- 16.2. The Successful Bidder shall be deemed to have inspected and accepted the condition of the said Property as is where is before the auction sale 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 said Property complies with any relevant by-laws or legislation.
- 16.3. The Successful Bidder is deemed to have knowledge of contribution and other payments required to be complied with, if any, and such are available for inspection from the Auctioneer or the Solicitors named in the Proclamation of Sale handling the sale.
- 16.4. Upon the fall of the hammer, all risks of the said Property shall pass to the Successful Bidder who shall at its own costs incur the same against damages by fire or usual perils.

17. OUTGOINGS

- 17.1. The quit rent, assessment, management fee and all other outgoing which may be lawfully due to any relevant authority or authorities up to date of the auction shall be paid out of the purchase money. Thereafter the same shall be borne by the Successful Bidder without any obligation arising on the part of the Petitioner, the Respondent or the Solicitors named in the Proclamation of Sale.
- 17.2. All other outgoings and payments not mentioned in Clause 17.1 hereof or after the auction and administrative costs and charges for the consent for the transfer of the said Property to the Successful Bidder shall be borne by the Successful Bidder without any obligation arising on the part of the Petitioner or the Solicitors named in the Proclamation of Sale.

18. ENCROACHMENT/ ACQUISITION

The Petitioner and the Respondent have no notice or knowledge of any encroachment or that the Government or other relevant authority or authorities has any immediate intention of acquiring the said Property and if such encroachments shall be found to exist or if the

Government or other relevant authority or authorities has any such intention, the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.

19. EXCLUSION OF LIABILITY

- 19.1 All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the said Property are made without responsibility on the part of the Petitioner, the Respondent, the Solicitors named in the Proclamation of Sale, the Conveyancing Solicitors, the Auctioneer or their representative servants or agents and all relevant and related party or parties or any other party on account thereof. No such statement may be relied upon as a statement of representation of fact. All bidder(s) must satisfy by inspection or otherwise as to the correctness of any such statements and neither the Petitioner, the Respondent, the Solicitors named in the Proclamation of Sale, the Conveyancing Solicitors, the Auctioneer or their respective servants or agents and all relevant and related party or parties or any other party on account thereof has any authority to make or give any representation or warranty whatever in relation to the said Property.
- 19.2 Unless expressly provided herein, the Petitioner, the Respondent, the Solicitors named in the Proclamation of Sale, the Conveyancing Solicitors, the Auctioneer or their respective servants or agents and all relevant and related party or parties of any other party on account thereof shall under no circumstances be liable to any bidders or the Successful Bidder, including but not limited to liability in tort, in relation to any matter or thing arising out of or in connection with, or in respect of the sale of the said Property whatsoever and howsoever caused or arising.

20. TIME OF ESSENCE

- 20.1 Time whenever mentioned herein shall be the essence of these conditions.
- 20.2 Notwithstanding that time mentioned herein may be extended from time to time, time shall remain of the essence for and after each extension.

21. DEFINITIONS/INTEPRETATIONS

- 21.1 All headings used herein shall be for ease of reference only and shall not affect the interpretation of the Conditions of Sale, Contract of Sale and Proclamation of Sale.
- 21.2 All references to the singular shall include the plural and all references to the masculine gender shall include feminine gender.

MEMORANDUM OF SALE

At the sale by PUBLIC AUCTION held this **09th day of May, 2025** of the property comprised in the forgoing particulars and held under Country Lease No. 215481753, Lot No. 10, Jalan Malakun, Taman Malakun, Jalan Putatan Ramayah, 89500 Penampang Sabah together with all rights, title, interest and benefits under and in respect of the said Property, to which Mr./Ms. _____ (NRIC No. _____) was the highest bidder and has been declared the Purchaser of the said Property so described for the sum of RM _____ and the said Mr./Ms _____ has paid to Messrs. Chee & Co ("the Conveyancing Solicitors") the sum of RM _____ by way of deposit and agrees to pay the balance of the Purchase Price and complete the purchase in accordance with the conditions aforesaid and the said Solicitors Messrs J. Marimuttu & Partners named in Proclamation of Sale hereby confirms the said Sale.

Purchase Price RM _____

Deposit Paid RM _____

Balance Due RM _____

Auctioneer

Messrs. J. Marimuttu & Partners, Solicitors
Named in the Proclamation of Sale

Purchaser's signature

Address of Purchaser:

Telephone No: _____

Fax No: _____