

AUCTION: CONDITIONS OF SALE

15. 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 abatement or compensation be allowed in respect thereof.
16. The Property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restriction-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchases, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or 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 conditions of the property and no error, mis-statement, omission or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
17. In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent not being obtained by the Purchaser from the Developer and/or the Proprietor or any other relevant authority, (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 and fees incurred by the Assignee in connection with or relating to the sale and the Purchaser

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shall not be entitle to any claim and demand whatsoever against 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 in this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee, the Solicitors and the Auctioneer or their respective servants or agents.

18. The Purchaser shall within one hundred and twenty (120) days from the date of the auction sale apply to and obtain from the Developer and/or the Proprietor and/or other relevant authorities (if any) for consent to transfer and the Purchaser has to comply with all the terms and conditions as imposed by the Developer and/or the Proprietor or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the aforesaid period or within such period as may be specified by the Developer and/or the Proprietor and/or the relevant authority, whichever is the earlier and keep the Assignee or the Solicitors informed at all times of the developments. All fees, charges and expenses in connecting with or incidental to the application shall be borne by the Purchaser.
19. In the even the consent from the Developer and/or the Proprietor and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee then the Assignee shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser towards account of the purchase price free of interest less all costs and fees incurred by the Assignee in connection with or relation to

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the sale herein and Purchaser shall not be entitled to any claims and demands whatsoever against the Solicitors, the Auctioneer or their respective servants or agents on account thereof.

20. The Assignee does not undertake to deliver vacant possession of the Purchaser. The Purchaser after the payment of the balance purchaser price in full together with accrued interest thereon, if any shall at his own cost and expenses take possession of the property without obligation on the part of the Assignee or his Agent to give vacant possession.
21. The Assignee makes no representative as to the owner of furniture, fittings and fixtures situated at the property which items may be on hire Purchaser, 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 property whatsoever caused or arising.
22. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto. All intended bidders including the Purchaser should be deemed to have read, understood and accepted these Conditions of Sale prior to the auction.
23. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
24. Unless expressly provided herein, the Assignee, the Solicitors and the Auctioneer or any of them or their representative agent or servants shall under circumstance be liable to any bidders or the Purchaser,

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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 property whatsoever and howsoever caused or arising.

25. 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 Solicitors and the Auctioneer or any of them. No such statement may be relied upon as a statement or correctness of any such statements and neither the Assignee, the Solicitors, the Auctioneer nor any person in their employment has any representation or warranty whatever in relation to the property, the subject of the auction.
26. In the event that the sale is terminated for any reason 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.
27. The Assignee and the Auctioneer shall be and are hereby at liberty to postpone, call off or adjourn the auction sale at any time before the fall of the hammer with or without notice.
28. For the purpose of these conditions time shall be essence of the contract.
29. 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.