

PROCLAMATION OF SALE

MOTOR VEHICLES

For Sale By Public Auction

On Friday, 2nd March 2018 @ 3.00 p.m

Venue : Auction Room, Property Auction House Sdn Bhd

No. 15 & 16, 1st Floor, Lebuh Sungai Pinang 5 (Karpal Singh Drive), 11600 Penang

www.autoauction.com.my

LEGAL OWNER : CIMB BANK BERHAD (13491-P) / CIMB ISLAMIC BANK BERHAD (671380-H)

LOT NO	REGISTRATION NO	MAKE & MODEL	YEAR OF MAKE	REGN. CARD (YES / NO)	REMARKS	PUSPAKOM VR 1 RESULT	ENGINE NUMBER	CHASSIS NUMBER	RESERVE PRICE (RM)
STORE YARD : FOCAL PARK ALOR SETAR - LOT 138A, BATU 5, JALAN LANGGAR, 05400, ALOR SETAR, KEDAH (04) 787 7972 VIEWING DATE : 28TH FEBRUARY & 1ST MARCH 2018 (10.00 AM - 4.00 PM)									
N101	KCN9478	PROTON PERDANA 2.0	2008	YES		VR-1 NOT DONE	6A12CC7934	PL1E54ARR8B077495	7,000.00
N102	WYH1104	PROTON SAGA FLX 1.3	2013	NO		VR-1 NOT DONE	S4PETN8112	PL1BT3SNRDB380584	8,800.00
N103	KDR2295	PROTON EXORA 1.6	2013	YES		VR-1 NOT DONE	S4PHTW7170	PL1FZ6YDREF125909	22,500.00
N104	WMV3300	PROTON WAJA 1.6	2005	NO		VR-1 NOT DONE	4G18P-LY4337	PL1CF1SRR5F217309	6,400.00
N105	WTB6638	HONDA CRV 2.0	2009	NO		VR-1 NOT DONE	R20A16701753	PMHRE28509D701757	45,900.00
N106	W7421T	PROTON EXORA 1.6	2014	NO		VR-1 NOT DONE	S4PHTZ7512	PL1FZ6YDREF131771	24,400.00
STORE YARD : FOCAL PARK IPOH - PT 51683, JALAN JELAPANG, KAWASAN PERINDUSTRIAN TAMAN MERU, 30020 IPOH, PERAK (05) 529 3972 VIEWING DATE : 28TH FEBRUARY & 1ST MARCH 2018 (10.00 AM - 4.00 PM)									
N201	JHS9131	KIA CARNIVAL 2.5	2001	YES		VR-1 NOT DONE	K5020491	KNAUP752316142940	3,290.00
N202	QKN3678	HONDA CRV 2.0	1995	NO		VR-1 NOT DONE	B20B3107883	RD1-1034070	7,300.00
N203	WKQ8650	PROTON WAJA 1.8	2003	NO		VR-1 NOT DONE	F4PA261C005299	PL1CF2SRR3F128154	1,550.00
N204	WXT7953	PERODUA VIVA 850	2012	NO		VR-1 NOT DONE	K31A95S	PM2L252S002143097	6,500.00
N205	KCC9336	TOYOTA AVANZA 1.5	2007	NO		VR-1 NOT DONE	SA0618B	PN2F602M002010372	16,000.00
N206	WUD9931	NISSAN FRONTIER P/UP 4W 2.5	2010	YES	CHASIS NO. TAMPERED (NO REFUN)	VR-1 FAILED	YD25277093A	PN8CPUD22TCG80389	14,400.00
N207	BLA403	PROTON SAGA 1.3	2010	NO		VR-1 NOT DONE	S4PEQV5674	PL1BT3SNRBB202633	5,760.00
N208	JMR7334	PROTON PERSONA ELEGANCE 1.6	2010	NO		VR-1 NOT DONE	S4PHQY3839	PL1CM6SRRBG315432	9,500.00
N209	WUE5379	PROTON PERSONA ELEGANCE 1.6	2010	NO		VR-1 NOT DONE	S4PHQQ3241	PL1CM6SNRAG286333	13,600.00
N210	AHF1377	PROTON PERSONA 1.6	2010	NO		VR-1 NOT DONE	S4PHQN4521	PL1CM6SNRAG281158	10,900.00
N211	WWT6274	PROTON PREVE 1.6	2012	NO		VR-1 NOT DONE	S4PHRY4510	PL1CR6STRCG003627	16,700.00
N212	WLR6861	HONDA ACCORD 2.4	2004	NO		VR-1 NOT DONE	K24A4-1841245	PMHCM56703D101271	14,100.00
N213	AJW2394	PROTON PREVE 1.6	2014	NO		VR-1 NOT DONE	S4PHUH0693	PL1CR6STRFG055243	25,500.00
N214	BNB4415	PROTON SAGA SV 1.3	2014	NO		VR-1 NOT DONE	S4PEUK8027	PL1BT3STRFB486280	11,000.00

N215	PHQ6816	NISSAN GRAND LIVINA 1.8	2008	NO		VR-1 NOT DONE	MR18*023389R	PN8BCAL10TCA20499	20,000.00
N216	NCJ7900	PERODUA MYVI 1.3	2010	NO		VR-1 NOT DONE	E35B22Y	PM2M301S002388393	10,900.00
N217	AKC2355	PERODUA AXIA 1.0	2015	NO		VR-1 NOT DONE	H35A997K	PM2B200S003076105	16,300.00
N218	AKE3964	PROTON IRIZ 1.3	2015	NO		VR-1 NOT DONE	S4PEUV2010	PL1BH3LTRGG030443	24,700.00
N219	MCH1126	PROTON PREVE 1.6	2012	NO		VR-1 NOT DONE	S4PHTF2799	PL1CR6STRDG021873	20,800.00
N220	AHJ8591	MAZDA BT-50 2.5	2010	NO		VR-1 NOT DONE	WLAT1164409	MM6UNYOW4A0855851	16,700.00
N221	PJQ8542	NAZA FORZA 1.1	2009	YES		VR-1 NOT DONE	DA468Q6009807-L1H	PNAHA2B028N010811	1,460.00
N222	AFV2265	NAZA SUTERA 1.1	2006	YES		VR-1 PASSED	DA468Q6101337-L1HB3	PNAHA2B026N005245	700.00
N223	DBW9077	NISSAN LATIO 1.6	2011	NO		VR-1 NOT DONE	HR16954932A	PN8BCAC11TCA10380	18,000.00
N224	WNW4572	TOYOTA AVANZA 1.3	2006	NO		VR-1 NOT DONE	PM18191	PN2F601M002517968	8,400.00
N225	AHJ6671	TOYOTA ESTIMA 2.4	2005 / 2010	NO		VR-1 NOT DONE	2AZB116054	ACR30-0304502	38,400.00
N226	AHY8937	PROTON EXORA 1.6	2012	NO		VR-1 NOT DONE	S4PHTA6728	PL1FZ6YDRDF090702	23,200.00
N227	AGK4850	HONDA CITY 1.5	2008	NO		VR-1 NOT DONE	L15A14104023	PMHGD86508D204028	21,000.00
N228	WVM1052	PROTON EXORA MC 1.6	2011	NO		VR-1 NOT DONE	S4PHRJ5760	PL1FZ6YNRBF065443	20,800.00
N229	WYU2287	PROTON EXORA 1.6	2013	NO		VR-1 NOT DONE	S4PHTR8847	PL1FZ6YDREF118741	28,000.00
N230	WA4453K	PERODUA MYVI 1.3	2014	NO		VR-1 NOT DONE	T11A73X	PM2M602S002164923	20,000.00

**STORE YARD : NILAI POPULAR BTW - LOT 392, JLN BAGAN DALAM, 12100 BUTTERWORTH, PENANG (04) 310 6887
VIEWING DATE : 28TH FEBRUARY & 1ST MARCH 2018 (10.00 AM - 4.00 PM) & 2ND MARCH 2018 (10.00 AM - 1.00 PM)**

N301	PFN8799	PROTON WIRA 1.3	2003	NO		VR-1 PASSED	4G13P-KT8612	PL1C96LNR3B872741	1,670.00
N302	PEY5666	PROTON WIRA 1.3	2001	NO		VR-1 NOT DONE	4G13P-HY0719	PL1C96LNR2B631215	2,400.00
N303	CBP6299	KIA SORENTO 2.5	2004	NO	ENJIN DINGANGU & DIKETUK SEMULA	VR-1 FAILED	D4CB4730932	KNAJCS21855339136	3,210.00
N304	PKR3420	CHERY EASTAR 2.0	2012	NO		VR-1 NOT DONE	SQR484FAFBL01399	PRHDB21B2CD000177	15,200.00
N305	NBV1513	PROTON GEN 2 1.6	2006	NO		VR-1 NOT DONE	S4PHMU9188	PL1CM6LNR6G074462	5,150.00
N306	JLK1455	TOYOTA VIOS 1.5G	2008	NO		VR-1 NOT DONE	1NZX844117	PN153HY9307039459	24,000.00
N307	JPY1201	PROTON PERSONA ELEGANCE 1.6	2014	NO		VR-1 NOT DONE	S4PHUA9499	PL1CM6RREG426107	15,900.00
N308	AJS894	PROTON SAGA FLX 1.3	2014	NO		VR-1 NOT DONE	S4PEUC8683	PL1BT3SNREB450276	17,600.00
N309	DBE6990	PROTON PERSONA 1.6	2007	NO		VR-1 NOT DONE	S4PHNU8322	PL1CM6SRR8G134640	9,000.00
N310	PLU3917	PROTON SAGA FLX 1.3	2014	NO		VR-1 NOT DONE	S4PEUH7954	PL1BT3STRFB476140	13,700.00
N311	WB761P	PERODUA AXIA 1.0	2015	NO		VR-1 NOT DONE	H34A74C	PM2B200S003073343	15,600.00
N312	PMD1014	MITSUBISHI MIRAGE 1.2	2015	NO		VR-1 NOT DONE	3A92UCB3016	MMBXTA03AFH005710	27,300.00

N313	PMH8251	PERODUA MYVI 1.3	2015	NO		VR-1 NOT DONE	T10B86H	PM2M602S002246947	22,400.00
N314	WWP8002	FORD FIESTA 1.6	2012	NO		VR-1 NOT DONE	TSJACA88814	MNBJXXARJJCA88814	18,000.00
N315	WPC9300	NAZA SUTERA 1.1	2006	NO		VR-1 PASSED	DA468Q5A00025-L1H	PNAHA2B026N000309	450.00
N316	PGB8185	PROTON GEN 2 1.6 A	2004	NO		VR-1 NOT DONE	S4PHLR6791	PL1CM6LRR5G015136	2,850.00
N317	PHY7752	TOYOTA VIOS 1.5	2008	NO		VR-1 NOT DONE	1NZX820323	PN153HY9307036711	16,800.00
N318	PGN1119	RENAULT KANGOO 1.4	2005	NO		VR-1 PASSED	K7JB701R011649	PR1KCOMCATJB00880	3,410.00
N319	KBV8800	NAZA RIA 2.5	2006	NO		VR-1 NOT DONE	K5-119837	PNAKA3Q036G015168	5,600.00
N320	NAN4931	NISSAN GRAND LIVINA 1.8	2012	NO		VR-1 NOT DONE	MR18081147R	PN8BCAL10TCB74683	32,000.00
N321	WXW6394	PERODUA ALZA 1.5	2013	NO		VR-1 NOT DONE	G97A57P	PM2M502G002128741	29,300.00
N322	PLC851	PROTON EXORA 1.6	2013	NO		VR-1 NOT DONE	S4PHTH4901	PL1FZ6YDRDF105325	33,800.00
N323	PGK943	PROTON WIRA 1.5	2005	NO		VR-1 NOT DONE	4G15PMF8935	PL1C97LKR5B073684	3,850.00

**STORE YARD : MNH HOLDING SDN BHD - 12307K, KAW PERINDUSTRIAN BATU RAKIT, 21020, KUALA TERENGGANU (09) 623 6684
VIEWING DATE : 26TH & 27TH FEBRUARY 2018 (10.00 AM - 4.00 PM)**

N401	TAS9088	BMW 318I	2001	NO		VR-1 NOT DONE	0779M801	EDO7798	3,950.00
N402	TBJ2484	PROTON PERSONA ELEGANCE 1.6	2012	NO		VR-1 NOT DONE	S4PHTJ0177	PL1CM6SNRDG402753	11,600.00
N403	JNV9710	PROTON PERSONA ELEGANCE 1.6	2012	NO		VR-1 NOT DONE	S4PHTC7548	PL1CM6SRRDG393124	12,200.00
N404	AJS2249	PERODUA VIVA 850	2014	NO		VR-1 NOT DONE	K32A90U	PM2L252S002162998	8,800.00
N405	WA7930E	PERODUA MYVI 1.3	2014	NO		VR-1 NOT DONE	T39B56A	PM2M602S002185848	20,800.00
N406	TBP6834	TOYOTA VIOS 1.5	2014	NO		VR-1 NOT DONE	1NZZ105974	PN153HYF005043752	50,000.00
N407	WB6489J	PERODUA MYVI 1.3	2015	NO		VR-1 NOT DONE	T40B13D	PM2M602S002212566	28,800.00
N408	CCM293	PERODUA MYVI 3YR EWP 1.3	2009	NO		VR-1 NOT DONE	E87B58R	PM2M301S002334047	11,600.00
N409	TAW3478	SUBARU IMPREZA STI VER 8	2004 / 2009	NO		VR-1 NOT DONE	EJ20B774787	GDB-018304	35,200.00
N410	TBE3046	PROTON SAGA FLX 1.3	2011	NO		VR-1 NOT DONE	S4PERM0367	PL1BT3SNRCB274951	6,400.00
N411	TAS8296	PERODUA VIVA 1.0	2008	NO		VR-1 NOT DONE	L77A90E	PM2L51S002047694	5,200.00
N412	WPJ2293	PROTON WAJA 1.6	2006	NO		VR-1 NOT DONE	S4PHNC8565	PL1CF1SNR6F270725	6,400.00
N413	WYL3259	PERODUA MYVI 1.5	2013	NO		VR-1 NOT DONE	R23A78H	PM2M603S002073046	18,400.00

**STORE YARD : FOCAL PARK SDN BHD KOTA BAHRU - LOT PT 4195, PETAK 40, BLOK H, KAWASAN PERINDUSTRIAN PENGKALAN CHEPA II, 16100 KOTA BAHRU, KELANTAN (09) 7747 972
VIEWING DATE : 26TH & 27TH FEBRUARY 2018 (10.00 AM - 4.00 PM)**

N501	DBU911	BMW 525I SE A E60	2005 / 2011	NO		VR-1 NOT DONE	03165938N52B25AF	WBANE52060CK66037	36,800.00
N502	AJV6742	PROTON PREVE 1.6	2014	NO		VR-1 NOT DONE	S4PHUD1478	PL1CR6SNREG051706	21,400.00
N503	DCQ3909	PROTON SATRIA NEOR 3 1.6	2014	NO		VR-1 NOT DONE	S4PHUF0481	PL1BS6MRREB312667	27,300.00

N504	DCH5085	NISSAN ALMERA 1.5	2013	NO		VR-1 NOT DONE	HR15905813C	PN8BBAN17TCA36978	22,900.00
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Next Auction Date: 16th March 2018 (3.00pm, Friday)

MAIN TERMS & CONDITIONS

Prior to the auction sale, all intending bidders are required to deposit with the Auctioneer a sum of RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) together with the buyers premium of RM530.00 (if the Purchase Price is above RM5,000.00) or RM265.00 (if the Purchase Price is RM5,000.00 and below) (inclusive of 6% GST) per vehicle by cash, credit card (Visa/Master) or bank draft in favour of PROPERTY AUCTION HOUSE SDN. BHD. For payments via credit card a service charge of 2.5% will be imposed. No personal cheques will be accepted.

The balance of the purchase price shall be paid in full by the Purchaser within five (5) working days from the date of auction sale to the Legal Owner (CIMB Bank Berhad). All expenses incurred in respect of the ownership transfer shall be borne by the Purchaser.

The reserve price display and final bid (selling) price is inclusive of GST 6% for the vehicle subject to GST.

All vehicles are sold on an "AS IS WHERE IS" BASIS and subject to the CONDITIONS OF SALE.

Be sure to inspect the vehicles before bidding and no inspection is allowed during or after the auction.

All intending bidders are advised to inspect the conditions of the vehicles and conduct their own JPJ, PDRM (Police search) prior to the auction sale.

No document is given for vehicles cuts & joint.

IF, Puspakom VR 1 inspection is not done, successful bidder has to arrange for Puspakom VR 1 inspection on their own.

All successfully sold vehicles must have the inspection (VR1) by Puspakom before release from store yard.

NO REFUND shall be entertained for Puspakom VR 1 "Lulus Bersyarat", VR 1 "Gagal" due to engine changed and vehicles "Blacklisted" by the relevant authorities.

All details of the vehicles as listed in this POS are subject to change by the Legal Owner (CIMB BANK BERHAD).

FOR FURTHER PARTICULARS AND CONDITIONS OF SALE PLEASE CONTACT THE UNDERMENTIONED AUCTIONEER(S) OR LOG ON TO www.autoauction.com.my

PROPERTY AUCTION HOUSE SDN. BHD. (187793X)
No. 15 & 16, 1st Floor, Lebuah Sungai Pinang 5
Persiaran Karpal Singh Drive
11600 Penang.

PATRICK WONG KOON MENG
DAVID THONG KIN KEONG
LICENSED AUCTIONEERS
Tel : 04-2820525 & 2820527
Fax : 04-2820528

CIMB BANK BERHAD

HOTLINE: 1 300-88-0811 or LOG ON TO propertymart.cimbbank.com.my

CONDITIONS OF SALE

1. THIS SALE is made by ***CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD** (“Owner”) in exercise of the rights and powers conferred upon the Owner pursuant to a Hire Purchase Agreement / Hire Purchase-i Agreement (the date(s) as appearing in the Proclamation of Sale) executed by (“Hirer”) as appearing in the Proclamation of Sale) in favour of the Owner and is subject to the regulations implied or imposed upon or relating to or affecting the subject vehicle.
* To delete the non-applicable bank entity
2. **The vehicle is sold on an “as is where is” basis.**
3. All intending bidders are required to deposit with the Auctioneer a sum of **RM1,000.00 (if the Reserve Price is below RM100,000.00) or a sum of RM5,000.00 (if the Reserve Price is RM100,000.00 and above) (“Deposit”) together with buyers premium of RM530.00 (if the Purchase Price is above RM5,000.00) or RM 265.00 (if the Purchase Price is RM5,000.00 and below) (inclusive of 6% GST) per vehicle by Cash, Credit Card (Visa/Master) or Bank Draft** in favour of the Auctioneer prior to the auction sale. Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Owner to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is also not allowed to bid or to act as an agent.
4. Subject to the Reserve Price together with Goods and Services Tax (“GST”) (whenever applicable), the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (“**Successful Purchaser**”) and the Auctioneer and /or the Owner shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Owner's consent, at his own discretion determine the dispute or re-conduct the auction sale at the last disputed bid or may withdraw the Vehicle from the auction sale.
5. No bid shall be less than the last previous bid at a sum to be fixed by the Auctioneer at the time of the sale and no bidding shall be retracted. Should there be any retraction from the bidder before the fall of the hammer, the Deposit of **RM1,000.00 or RM5,000.00** as the case maybe, shall be forfeited by the Owner and the vehicle shall at the option of the Owner be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date at the instruction of the Owner.
6. The price after the close of bidding shall be known as “**Purchase Price**”.
7. Immediately after the fall of the hammer, the deposit pursuant to Clause 3 above shall be treated as part payment to the Purchase Price and the Successful Purchaser shall sign the Memorandum of Contract attached to this Condition of Sale.
8. In the event that the Successful Purchaser fails to sign the Memorandum of Contract, the Deposit paid pursuant to Clause 3 herein shall be forfeited by the Owner and the vehicle shall forthwith be put up for sale again or the Owner may decide to adjourn the auction sale to another date.
9. The balance of the Purchase Price shall be paid in full by the Successful Purchaser within **five (5) working days** from the date of auction sale to the Owner (“**Expiry Date**”). However, the period of five (5) working days may be extended by the Owner at its absolute discretion upon written request by the Successful Purchaser before Expiry Date provided always that the Successful Purchaser shall pay the Owner late payment charges to be determined by the Owner at its absolute discretion on or before the extended expiry date.
10. In default of such payment of the balance of purchase price or late payment charges (if applicable) within the time and in the manner as stipulated in Clause 9 above, the Deposit paid pursuant to Clause 3 above shall be forfeited by the Owner and the vehicle may be put up for sale by the Owner at its sole discretion.
11. Upon full payment of the balance of the purchase price in accordance with Clause 9 above and late payment charges (if applicable), the Owner shall deliver to the respective store yard for the Successful Purchaser to collect the duly executed transfer document and the original registration card of the vehicle, if the same is in the possession of the Owner.
12. Time shall be the essence of this contract of sale.
13. Any request for refund of monies (which is limited only to the following reasons) paid by the Successful Purchaser shall be allowed provided a written request together with supporting documents (contract note, JPJ search, etc.) is submitted to Owner within 30 days from the auction date:-
 - (a) Vehicle failed PUSPAKOM VR-1 inspection **while still in the store yard** due to floor board cut, all pillars cut, chassis tampered, engine tampered,

- (b) Information on the model of vehicle and year of manufacture are wrongly declared and do not match the information on the registration card,
- (c) Transfer of ownership cannot be registered due to Police Bond, JPJ Blacklisted other than traffic summons.
- (d) Only the [Purchase Price] will be refunded by Owner whereas the buyer's premium will be refunded by Auctioneer. Other cost including but not limited to repair, spray-painting, towing, etc. will not be claimable by the Successful Purchaser.

14. For avoidance of doubt, **strictly NO REFUND SHALL BE ENTERTAINED FOR: -**

- (a) Claim for refund which is not submitted within thirty (30) days from the date of auction.
- (b) Transfer of ownership which cannot be registered due to traffic summons.
- (c) Vehicle with VR-1 "LULUS BERSYARAT" report which includes but not limited to pillar cut, change of engine, former usage as taxi, parts missing irrespective of whether the vehicle's condition is declared or not during the auction.
- (d) Defects were found after the vehicle was released from the store yard notwithstanding the PUSPAKOM VR-1 inspection has failed,
- (e) Vehicle was taken out from the store yard without prior PUSPAKOM VR-1 inspection at the Owner's panel storeyard.
- (f) In the event custom duty on the vehicle was not paid.

Note: The PUSPAKOM VR-1 inspection must be carried out in the store yard before the vehicle can be released from the store yard.

15. The Successful Purchaser's claim for refund shall only be limited to the Purchase Price paid for the Vehicle. The Purchase Price and the Buyer's Premium shall be refunded to the Successful Purchaser. The Successful Purchaser shall have no further claims against the Owner and/or the Auctioneer. The Owner and/or the Auctioneer shall not be liable for any consequential damages/ losses of whatsoever nature suffered by the Buyer.

16. The Successful Purchaser admits and confirms that:

- (a) he has inspected the vehicle and tendered his bid with full knowledge/notice of the actual state and condition of the vehicle and purchases the vehicle on an "as is where is" basis and shall not be entitled to terminate his purchase or to make any claim for compensation or reduction of the Purchase Price or claim any damages in respect of any misdescription of the condition, state and other aspects of the vehicle;
- (b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Owner, the Auctioneer and/or the Assignee/ Lender/ Financier's Solicitors;
- (c) As from the time of the sale of the vehicle, the vehicle shall be at the sole risk of the Successful Purchaser with regards to any loss or damage of whatsoever nature or howsoever occurring.

17. The Owner gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale as to the state or condition of the vehicle other than that the Owner is the lawful and beneficial assignee of the vehicle. Save as aforesaid, no representation/ warranty is made by or implied against the Owner in respect of the vehicle and all matters in relation hereto.

18. The Owner is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Owner to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.

19. The Owner disclaims all liability in any informal communication between the Successful Purchaser and the Owner before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the vehicle and the sale herein.

20. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.

21. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the vehicle shall pass to the Successful Purchaser on the date of auction sale.

22. The Owner reserves the right to impose such additional terms and conditions in respect of the sale of the vehicle as the Owner deems fit from time to time by giving prior notice of 14 calendars days.

23. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/ or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Owners shall determine such ambiguity or inconsistency and the Owner's decision shall be final and binding.

24. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
25. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
26. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining Clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.
27. The Auctioneer shall have the liberty to postpone, call-off or adjourn the public auction at any material time without having to provide any reasons or grounds whatsoever.
28. The Reserve Price and the Purchase Price of the vehicle are inclusive of GST (whenever applicable).