

For Sale By Auction (By Court Order)

To be sold as a whole / individual lots

Five container loads of household items including cupboards, cabinets, shelves, chairs, fan coil units, condensing units, fans, washing machines, luggages, lamps, containers, electrical appliances, toys, mattresses, deregistered van, etc.



“As is, where is” basis. Buyer’s Premium @ 10% apply. Terms of payment: Cash

Venue:

**Sungei Tengah Road, Lamp Post 7
(Next to Rainbow Aquarium)**

Viewing Date & Time:

29 May 2008 (Thursday), 10am to 12noon

Auction Date & Time:

29 May 2008 (Thursday), 12noon

Please visit our website robertkhanco.com for more details.

 **ROBERT KHAN**

261 Waterloo Street #04-24 Waterloo Centre Singapore 180261

t +65 6333 5668 ♦ f +65 6333 5670 ♦ e info@robertkhanco.com ♦ www.robertkhanco.com

TERMS & CONDITIONS OF SALE

1. Each bidder or participant at an auction conducted by Robert Khan & Co Pte Ltd (the "Auctioneer", which expression shall, unless the context requires otherwise, include any of its servants or agents) irrevocably agrees to abide by these Terms & Conditions of Sale and any other terms, conditions and stipulations contained in any catalogue, or announced by the Auctioneer, or displayed in or about the premises where the auction is conducted (hereinafter collectively referred to as the "Conditions of Sale").
2. Each bid for a lot shall constitute an offer by the bidder to purchase that lot at the price bid by him on the terms set out in the Conditions of Sale, which offer is accepted when that lot is knocked down to him.
3. The Auctioneer may, at the Auctioneer's absolute discretion:
 - (a) fix a reserve price for any lot;
 - (b) withdraw or alter the composition of any lot at any time before the fall of the hammer in relation to that lot; and
 - (c) refuse to accept any bid without giving any reason.
4. The seller may (either personally or through the Auctioneer or any other person) bid for any lot and may withdraw any lot.
5. In the event of any dispute as to any bid, the Auctioneer may immediately determine the dispute (which determination shall be conclusive), or may put up the lot again at the last undisputed bid, or withdraw the lot.
6. Subject to clause 3(a) above, the highest bidder for a lot shall be the buyer of that lot and the price bid by him shall be the purchase price.
7. Immediately after the lot has been knocked down to him, the buyer shall pay the Auctioneer:
 - (a) **50%** in cash and 50% in cheque (total 100% payment) of the purchase price (or such other proportion thereof as the Auctioneer may at its discretion accept) in cash by way of deposit and the balance by cheque crossed account payee issued in favour of the Auctioneer; and
 - (b) a commission equal to **10%** of the purchase price.
8. The buyer shall remove the goods purchased by him from the place where the auction is conducted (the "auction premises") or the place where the goods are stored, as the case may be, on **30 May 2008, between 9.30am to 5pm** but no goods shall be removed while auction is continuing, or before the full purchase price and the commission have been paid to the Auctioneer. If the buyer fails for any reason to remove the goods in accordance with this clause, he shall pay a fee of \$150 per lot per day from 26 April 2008 until the goods are removed or resold.
9. The purchase price, commission and any other sums payable by the buyer in respect of or in connection with the goods sold to him are exclusive of goods and services tax; and all goods and services tax and any other tax, duty or imposition by whatever name called payable in respect of or in connection with the goods sold to the buyer shall be borne by the buyer.
10. If the buyer fails to comply with clauses 7, 8 or 9 above, any deposit paid by him shall be forfeited and the lot may be resold by public auction or private treaty. Any deficiency arising from such resale, together with all reasonable expenses in connection therewith, shall be recoverable from the buyer as a debt (credit being given to the buyer for any deposit forfeited under this clause).
11. The goods shall be at the buyer's risk from the fall of the hammer but no property in the goods shall pass to the buyer until they have been paid for in full.
12. Every person on the auction premises before during or after the sale shall be deemed to be there at his own risk and with notice of the condition of the premises and their contents. Such persons shall have no claim against the Auctioneer in respect of any injury sustained or any accident which may occur from any cause whatsoever.
13. The Auctioneer sells as agent for the seller and accordingly shall not be responsible for any default by the seller or the buyer.
14. All goods are sold on an "as is where is basis", with all faults, imperfections and errors of description. Where there are fees applicable for the transfer of title, Buyers are fully responsible for them and have no recourse to the Seller nor its Agents. Buyers should satisfy themselves prior to the auction as to the condition of the goods and whether they accord with their descriptions in the catalogues. Any statement by the Auctioneer as to any goods is a statement of opinion only and buyers should rely on their own judgment in all matters pertaining to the goods.
15. The Buyers shall take steps to ensure that no damage is caused to the floors, walls entrance, doors, stairs or any part of the premises during removal of the goods. The Buyers shall be responsible for any loss or damage caused to the premises during or as result of the removal of the goods.
16. Neither the seller nor the Auctioneer is responsible for the accuracy of any information relating to the goods or their authenticity. No warranty or representation is made by the seller, the Auctioneer or any other person in respect of the goods and any implied condition or warranty is hereby excluded.
17. The liability (if any) of the seller or the Auctioneer to the buyer in relation to the goods sold shall in every case be limited to the return of the purchase price; and neither the seller nor the Auctioneer shall be liable for any loss of profits or consequential loss.
18. The illegality, invalidity or unenforceability of any of the Conditions of Sale shall not in any way impair or affect the legality, validity or enforceability of the other Conditions of Sale.
19. The Conditions of Sale shall be governed by and construed in accordance with the laws of the Republic of Singapore.

END

SALE OF ASSETS AT SUNGEI TENGAH ROAD, LAMP POST 7 (NEXT TO RAINBOW AQUARIUM)			
Lot No	Qty	Description	Lot No
001	1 lot	CONSISTING OF THE FOLLOWING LOTS FROM LOT 2 TO LOT 6	1
002	1 lot	Contents of Container 1 (excluding the container)	2
003	1 lot	Contents of Container 2 (excluding the container)	3
004	1 lot	Contents of Container 3 (excluding the container)	4
005	1 lot	Contents of Container 4 (excluding the container)	5
006	1 lot	Contents of Container 5 (excluding the container)	6