

IN THE JUDICIAL COMMITTEE
OF THE PRIVY COUNCIL

44/85
No. 39 of 1983

ON APPEAL FROM THE
FEDERAL COURT OF MALAYSIA

BETWEEN

1. DATUK JAGINDAR SINGH
2. DATUK P. SUPPIAH
3. ARUL CHANDRAN (Defendants)

Appellants

- AND -

TARA RAJARATNAM (M.W.) (Plaintiff)

Respondent

RECORD OF PROCEEDINGS

VOLUME

4

BARTLETTS, DE REYA
199 Piccadilly,
London W1V 0AT

Solicitors for the Appellants

LE BRASSEUR & BURY
71 Lincoln's Inn Fields
London WC2 3JF

Solicitors for the Respondent

ON APPEAL FROM THE
FEDERAL COURT OF MALAYSIA

BETWEEN

1. DATUK JAGINDAR SINGH
2. DATUK P. SUPPIAH
3. ARUL CHANDRAN (Defendants)

- AND -

Appellants

TARA RAJARATNAM (M.W.) (Plaintiff)

Respondent

RECORD OF PROCEEDINGS

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D 17

\$102 in stamps

TRANSFER OF LAND
K.V. DEVAN TO TANG HON LOONG

GOVERNMENT OF JOHORE
The Land Enactment No. 1
SCHEDULE M (ii)
SECTION (66)
T R A N S F E R

D 17

Transfer of
land -
K.V. Devan to
Tang Hon Loong
1st March 1965

I, K.V. DEVAN of No. 76, Main Road, Kulai, Johore
being registered as the proprietor (subject to the annual
rent of \$Nil of all that piece of land containing by
10 measurement 5 Acres 0 Rood 00 Pole or thereabouts situate
in the Mukim of Senai-Kulai in the District of Johore
Bahru in the State of Johore which said land known as Lot
No. 6025 is comprised and delineated in State of Johore
Certificate of Title No. 13817.

IN CONSIDERATION of the sum of Dollars Ten Thousand
Two Hundred (\$10,200.00) paid to me by TANG HON LOONG of
No. 136, Main Road, Kulai, Johore the receipt of which sum
I hereby acknowledge, hereby TRANSFER to the said
20 TANG HON LOONG all my right(s) title(s) and interest(s) in
the said piece of land.

IN WITNESS WHEREOF I)
have hereunto subscribed my)
name this 1st day of March, 1965) Sd. K.V. Devan

Sd. Goh Bin Lay
Advocate & Solicitor
Federation of Malaya
Johore Bahru

Identified by Identifier
known to me

D 17

Transfer of
land -
K.V. Devan
to Tang Hon
Loong
1st March
1965 (Cont'd)

I. Goh Bin Lay, Advocate and Solicitor, hereby

testify that the signature of K.V. DEVAN Transferor written
in my presence on this 1st day of March, 1965 is according
to my personal knowledge I verily believe the true signature
of the said K.V. DEVAN who has acknowledged to me that he is
of full age and that he has voluntarily executed this instru
ment.

As Witness my hand this 1st day of March, 1965.

Pres. No. 194927

Sd. Goh Bin Lay
Advocate & Solicitor
Federation of Malaya
Johore Bahru

10

MEMORANDUM OF MORTGAGES OR ENCUMBRANCES, ETC., REFERRED TO

Register at Johore Bahru the 7th day of March 1965
at 10:34 O'clock forenoon.

See Register of Transfer Book No. CCCLXIX Folio No. 179

See Register of Book No. Folio No.

Sd. Allegible
Registrar of Title

20

20thh MAR. 1965

\$109 in stamps

D 16

TRANSFER OF LAND
TANG HON LOONG TO TARA RAJARATNAM

GOVERNMENT OF JOHORE

The Land Enactment No. 1

SCHEDULE M (ii)

SECTION (66)

T R A N S F E R

D 16

Transfer of land
Tang Hon Loong
to Tara
Rajaratnam

29th December
1965

I, TANG HON LOONG being registered as the proprietor (subject to such charges as are notified by memorandum written hereon and to the annual rent of \$Nil of all that piece of land containing by measurement 5 Acres 0 Rood 00 Pole or thereabouts situate in the Mukim of Senai Kulai in the District of Johore Bahru in the State of Johore which said land known as Lot No. 6025 is comprised in State of Johore Certificate of Title No. 13817.

IN CONSIDERATION of the sum of Dollars Ten Thousand Nine Hundred (\$10,900.00) paid to me by TARA RAJARATNAM (f) (I/C. No. 2317344) of No. 76, Main Road, Kulai the receipt of which sum I hereby acknowledge, hereby TRANSFER to the said TARA RAJARATNAM (f) all my right(s) title(s) and interest(s) in the said piece of land.

IN WITNESS WHEREOF I have
hereunto subscribed my name this
29th day of December 1965

}
}
} sd. Tang Hon Loong
}

Sd. Goh Bin Lay
Advocate & Solicitor
Federation of Malaya
Johore Bahru

Identified by Identifier
known to me

D 16
Transfer of
land -
Tang Hon
Loong to
Tara
Rajaratnam
29th December
1965 (Cont'd)

I, Goh Bin Lay, Advocate and Solicitor,
hereby testify that the signature of TANG HON LOONG Transferor
written in my presence on this 29th day of December, 1965
is according to my personal knowledge I verily believe,
the true signature of the said TANG HON LOONG who has
acknowledged to me that he is of full age and that he has
voluntarily executed this instrument.

As witness my hand this 29th day of December, 1965.

Pres. 203048

Sd. Goh Bin Lay
Advocate & Solicitor
Federation of Malaya
Johore Bahru

10

MEMORANDUM OF MORTGAGES OR ENCUMBRANCES, ETC., REFERRED TO

Register at Johore Bahru the 29th day of December, 1965
12.17 o'clock afternoon

Register of Transfer Book No. CCCLXXXVIII Folio No. 24
Register of Book No. Folio No.

Sd.

Registrar of Title

20

LEGAL CHARGE
TARA RAJARATNAM TO
CHUNG KHIAW BANK LTD.

NATIONAL LAND CODE
FORM 16A
(Section 242)

C H A R G E

(Stamps to be affixed - or pay duty certified- in this



06253

FOR REGISTRY USE

P 1 - 6

Legal
Charge -
Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.

28th June
1967

10

Memorial of registration made in the
register Document/s of Title schedule
below, with effect from 9..h...2...m
on this 6th day of July, 1967.

L.S.

Registrar/Collector.....
State/District.....

File of
.....Charge...
Volume 126...
Folio 72...

Presentation No.
...3060/67.....

I, TARA RAJARATNAM (F) of of No.76, Main Road, Kulai,
being registered as the proprietor of the land described in the
schedule below;

20

For the purpose of securing-

the payment to the chargee named below, with interest and
in consideration of the said chargee at my request advancing to
K.V. Devan of No.76, Main Road, Kulai, from time to time sums up
to the limit of \$35,000/= and which on the account current or
otherwise between the said chargee and the said K. V. Devan may
up to the said limit be owing due to the said chargee of the sum
of \$35,000/=.

Hereby charge the said land with the payment to it of
the said sum and interest thereon in accordance with the provisions
annexed hereto.

30

Dated this 28th day of June 1967.

Chong
SIGNATURE OF CHARGOR

I, YEOW HONG CHONG, Advocate and Solicitor, hereby testify
that the above signature was written in my presence this 28th day
of June, 1967 and is

(a) according to my own personal knowledge;

I verily believe the true signature of TARA RAJARATNEM (F) who has acknowledged to me

- (i) that she is of full age;
- (ii) that she has voluntarily executed this instrument; and
- (iii) that she understands the contents and effect thereof.

As Witness my hand this 28th day of June, 1967.

H.T. Yew

We, CHUNG KHIAW BANK LIMITED a company incorporated in the Republic of Singapore and having its registered office at No. 59, Robinson Road, Singapore 1 and a place of business at Kulai Besar, Johore, accept this Charge. For CHUNG KHIAW BANK LTD.

KULAI BRANCH

LIEW CHIN YAM
Officer-in-Charge

Signed by the Chung Khiaw Bank Limited by its Attorney Liew Chin Yam acting under a Power of Attorney dated the 1st day of March 1967 (Registered No. 155/67 in the Registry, High Court at Johore Bahru).

I, YEOW HONG CHONG, Advocate and Solicitor, hereby testify that the above signature was written in my presence this 28th day of June, 1967 and is

(a) according to my own personal knowledge, the true signature of LIEW CHIN YAM the duly appointed Attorney of Chung Khiaw Bank Limited who has acknowledged to me

- (i) that he is of full age,
- (ii) that he has voluntarily executed this instrument; and
- (iii) that he understands the contents and effect thereof.

As Witness my hand this 28th day of June, 1967.

H.T. Yew

SCHEDULE OF LAND * AND INTEREST

Mukim	Lot No.	Description and No. of Title	Share of land (if any)	Registered No. of lease/sub-lease (if any)	Registered No. of Charge (if any)
Senai-Kulai	6025	C.T.No. 13817	whole	Nil	Nil

P 1 - 6

Legal
Charge -
Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
28th June
1967
(Cont'd)

ANNEXURE

I, TARA RAJARATNAM (F) of No.76, Main Road, Kulai, Johore being registered as the proprietor of that piece of land containing the area of 5 acres or thereabouts situate in the Mukim of Kulai in the District of Johore Bahru in the State of Johore and more particularly described in the schedule; and desiring to render the said land available for the purpose of securing to and for the benefit of CHUNG KHIAW BANK LIMITED a company incorporated in the Republic of Singapore and having a place of business at Kulai Besar, Johore, the repayment on demand of all sums advanced to K. V. Devan by the Bank in manner hereinafter (with interest at the rate of 10.8% per cent per annum) up to the limit of Dollars Thirty five thousand (\$35,000/=) only DO HEREBY COVENANT as follows :-

1. I hereby charge the said land for the benefit of the Bank with the repayment on demand of the balance which on the account between the said K. V. Devan and the Bank shall for the time being be owing in respect of cheques, bills, notes or drafts drawn, accepted or endorsed by the said K. V. Devan either solely or jointly with another or others which may not at the time of closing the said account have become due or payable, but which for the time being have been entered in the said account, or in respect of cheques, bills notes or drafts accepted, paid or discounted on behalf of the said K. V. Devan either alone or jointly with another or others or for loans or advances made to or for the use of accommodation of the said K. V. Devan whether alone or jointly with another or others or in respect of contracts for the forward delivery of goods, bills or specie otherwise howsoever, up to the limit of Dollars Thirty five thousand (\$35,000/=) only for principal and interest at the rate of 10.8% per cent per annum with monthly rests, commission and other usual bankers' charges, such sum to be raised and paid at the time and in the manner following, that is to say, immediately upon the receipt by me of a notice in writing sent by the Bank in the manner hereinafter provided.

And if, when the said current account shall be closed either by service of such notice in writing as aforesaid or by my death a balance shall be owing to the Bank by the said K.V. Devan I or my legal personal representatives as the case may be, will so long as the same or any part thereof shall remain owing,

P. 1 - 6

Legal Charge
- Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.

28th June
1967 (Cont'd)

pay to the Bank interest thereon at the aforesaid rate of 10.8% per cent per annum computed from the time when such balance shall have been ascertained; and I agree that the statement of the Agent (Sub-Agent or Accountant) of the Bank as to the amount of such balance shall be final and conclusive.

10 2. Any demand for payment of the balance intended to be hereby secured may be made by a notice in writing signed by the Agent (Sub-Agent or Accountant) of the Bank on behalf of the Bank or by any Solicitor purporting to act for the Bank and such notice shall be deemed to have been sufficiently served on me if it is left at my usual or last known place of residence at No.76, Main Road, Kulai, Johore or at my usual last known place of business or sent by registered letter to either of such addresses; and, in the last mentioned case the service shall be deemed to be made at the time when the registered letter would, in the ordinary course be delivered.

20 3. Such notice of demand, or my death shall be deemed to operate as if one month's default in payment of the principal moneys and interest hereby secured within the meaning of Section 254 of the National Land Code had been made.

30 4. When the payment of any money hereby secured, or intended so to be, shall be further secured to the Bank by any bill of exchange, promissory note, draft, receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that hereinbefore covenanted to be paid, such higher rate of interest shall be payable in respect of such moneys, and nothing contained in or to be implied from those presents shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or, as the case may be, the difference between such higher rate and the rate which shall have been paid hereunder.

40 5. I, the Chargor or my assigns shall if so required by the Bank keep the building known as KLBSK 681, Kulai, insured against loss or damage by fire in the joint names of myself and the Bank in the sum of \$35,000/- or to the full insurable value with the Public Insurance Company Limited as shall be approved by the Bank and will make all payments required therefor not later than when the same shall fall due and on demand deliver to the Bank the policy for such insurance and the premium receipts. And if I shall make default in any of such matters, the Bank may at its discretion insure and keep insured the said building in the amount aforesaid and the Bank's expenses for so

P 1 - 6

Legal Charge -
Tara
Rajaratnam to
Chung Khiaw
Bank Ltd.
28th June
1967 (Cont'd)

doing shall be repaid to the Bank by me on demand and until so repaid shall be added to the principal monies hereby secured and bear interest accordingly.

P 1 - 6

Legal Charge-
Tara

Rajaratnam to
Chung Khiaw
Bank Ltd.

28th June
1967 (Cont'd)

6. The Bank may at any time during the continuance of this Charge between sunrise and sunset and so often as the Bank shall think fit either by the Manager, Agent, Sub-Agent or any other person in that behalf authorised in writing by the Bank enter upon the said land or any part thereof to inspect the same.

10 7. I shall not during the continuance of this Charge without the previous consent in writing of the Bank let or sub-let, lease or charge the said land or any part thereof (including the building thereon erected or any part thereof).

8. The Bank shall be entitled once in every three years during the continuance of this Charge to obtain from a licensed valuer at my own costs a proper valuation of the said land and I shall repay the Bank the costs of such valuation or valuations on demand.

20 9. It is hereby expressly agreed and declared that notwithstanding the provisions relating to the rate of interest as hereinbefore provided, the Bank shall be entitled at any time and from time to time to vary at its discretion such rate of interest by serving a notice in writing on me of such its intention, and such amended rate of interest shall be payable as from the date specified in the said notice. Service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinbefore provided.

30 10. I, the Charger hereby covenant with the Bank that I shall at all times during the continuance of this security keep all buildings erected on the said land in good order and repair and if I should fail to do so and if the Bank shall thereupon enter therein and execute such repairs as may be necessary to comply with the above obligation and it is hereby declared it shall be entitled to do without being liable as a charged in possession, I shall on demand repay to the Bank all the expenses thereby incurred by the Bank and shall pay interest at the rate aforesaid from the date of demand until repayment of any monies not so repaid on demand as aforesaid and all expenses and interest shall be charged on the said land.

40 11. I, the Charger hereby further covenant with the Bank that I shall so long as this security continues pay all assessments rates taxes quit rents and other impositions in respect of

the said land as soon as the same shall become due and shall produce to the Bank in the months of January and July in each year the receipts for payment of all assessments rates and other taxes and quit rents due in respect of the ensuing half year and in defaults of the production of such receipts as aforesaid it shall be lawful (but not obligatory) for the Bank to pay all or any assessments rates taxes and quit rents then due in respect of the said land and thereupon the sums so paid by the Bank shall be added to the principal monies for the time being owing on this security and bear interest accordingly at the rate aforesaid from the time or respective times of payment and be charged upon the said land in the same manner as if they had originally formed part of the principal sum hereby secured.

12. During the continuance of this security all interest on any principal money for the time being secured by this Charge including capitalised interest shall as from the date on which it ought to be paid be deemed to be added for all purposes to the principal sum hereby secured and shall henceforth bear interest and be charged upon the said land in the same manner as if it had originally formed part of the principal sum hereby secured. Provided always that for the purpose of determining whether the limit of the advances hereby agreed to be made had been exceeded or otherwise all capitalised interest or other accumulated interest then due shall be deemed to be interest and not principal money.

13. I, the Chargor hereby agree that the Bank shall be under no obligation at any time whatsoever to make any advance or further advanced to me notwithstanding whether the limit of the advances to be made hereby agreed upon has been exceeded or not.

14. Nothing hereby contained shall affect or prejudice any lien to which the Bank is by law or in equity entitled or any other securities which the Bank now holds or may at any time hereafter hold from either ourselves or any part on account of ourselves.

15. This security shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the money owing as aforesaid but shall constitute and be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be a continuing one until receipt by the Bank of notice in writing to determine the same and not withstanding any change in the name style or constitution of the Bank or of the said K.V. Devan.

Devan
Signature of Chargor.

P 1 - 6

Legal Charge
- Tara
Rajaratham
to Chung
Khiaw Bank
Ltd.
28th June
1967 (Cont'd)

LEGAL CHARGE
TARA RAJARATNAM TO
CHUNG KHIAW BANK LTD.

NATIONAL LAND CODE
FORM 16A
(Section 242)

C H A R G E

(Stamps to be affixed - *any* certified in this space)



FOR REGISTRY USE

Memorial of registration made in the register Document/s of Title schedule below, with effect from *11.11.32* on this *10th* day of *Dec*, 1967.

L.S. Registrar/Collector *John*

State/District *John*

File of *Charge*

Volume *127*

Folio *89*

Presentation No.

4686/67

24 JUL 1967

P 7 - 12
Legal
Charge -
Tara
Raja-
ratnam to
Chung
Khiaw
Bank Ltd.
9th
October
1967

I, TARA RAJARATNAM (F) of No.76, Main Road, Kulai, being registered as the proprietor of the land described in the schedule below;

For the purpose of securing-

the payment to the chargee named below, with interest and in consideration of the said chargee at my request advancing to K. V. Devan of No.76, Main Road, Kulai, from time to time sums up to the limit of \$15,000/= and which on the current account or otherwise between the said chargee and the said K. V. Devan may up to the said limit be owing due to the said chargee of the sum of \$15,000/=.

Hereby charge the said land with the payment to it of the said sum and interest thereon in accordance with the provisions annexed hereto.

Dated this *9th* day of *October*, 1967.

Tara
SIGNATURE OF CHARGOR

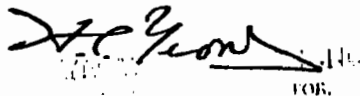
I, YEOW HONG CHONG, Advocate and Solicitor, hereby testify that the above signature was written in my presence this *9th* day of *October*, 1967 and is

(a) according to my own personal knowledge,

I verily believe the true signature of TARA RAJARATNAM (F) who has acknowledged to me

- (i) that she is of fullage;
- (ii) that he has voluntarily executed this instrument; and
- (iii) that she understands the contents and effect thereof.

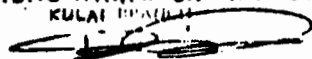
As witness my hand this 9th day of October, 1967.


FOR

P 7 - 12
Legal
Charge -
Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
9th October
1967

10 We, CHUNG KHIAW BANK LIMITED a company incorporated in the Republic of Singapore and having its registered office at No. 59, Robinson Road, Singapore 1 and a place of business at Kulai Besar, Johore, accept this Charge.

For CHUNG KHIAW BANK LTD.


LIEW CHIN YAM
Officer-in-Charge

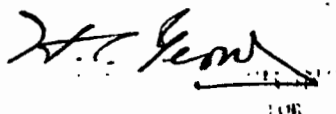
Signed by the Chung Khiaw Bank Limited by its Attorney Liew Chin Yam acting under a Power of Attorney dated the 1st day of March, 1967 (Registered No. 155/67 in the Registry, High Court, Johore Bahru).

20 I, YEOW HONG CHONG, Advocate and Solicitor, hereby testify that the above signature was written in my presence this 9th day of October, 1967 and is

(a) according to my own personal knowledge, the true signature of LIEW CHIN YAM the duly appointed attorney of Chung Khiaw Bank Limited who has acknowledged to me

- (i) that he is of full age,
- (ii) that he has voluntarily executed this instrument; and
- (iii) that he understands the contents and effect thereof.

As witness my hand this 9th day of October, 1967.


FOR

30 SCHEDULE OF LAND * AND INTEREST

Mukim	Lot No.	Description and No. of Title	Share of land (if any)	Registered No. of lease/sub-lease (if any)	Registered No. of Charge (if any)
Sennai-Kulai	6025	C.T.No.13817	Whole	Nil	Presentation No. 3060/67 Volume 126 Folio 72

ANNEXURE

I, TARA RAJARATNAM (F) of No.76, Main Road, Kulai, Johore being registered as the proprietor of that piece of land containing the area of 3 acres or thereabouts situate in the Mukim of Senai Kulai in the District of Johore Bahru in the State of Johore and more particularly described in the schedule; and desiring to render the said land available for the purpose of securing to and for the benefit of CHUNG KHIAW BANK LIMITED a company incorporated in the Republic of Singapore and having a place of business at Kulai Besar, Johore, the repayment on demand of all sums advanced to K. V. Devan by the Bank in manner hereinafter (with interest at the rate of 10.8% per cent per annum) up to the limit of Dollars Fifteen thousand (\$15,000/=) only DO HEREBY COVENANT as follows:-

1. I hereby charge the said land for the benefit of the Bank with the repayment on demand of the balance which on the account between the said K. V. Devan and the Bank shall for the time being be owing in respect of cheques, bills, notes or drafts drawn, accepted or endorsed by the said K. V. Devan either solely or jointly with another or others which may not at the time of closing the said account have become due or payable, but which for the time being have been entered in the said account, or in respect of cheques, bills notes or drafts accepted, paid or discounted on behalf of the said K. V. Devan either alone or jointly with another or others or for loans or advances made to or for the use of accommodation of the said K. V. Devan whether alone or jointly with another or others or in respect of contracts for the forward delivery of goods, bills or specie otherwise howsoever, up to the limit of Dollars Fifteen thousand (\$15,000/=) only for principal and interest at the rate of 10.8% per cent per annum with monthly rests, commission and other usual bankers' charges, such sum to be raised and paid at the time and in the manner following, that is to say, immediately upon the receipt by me of a notice in writing sent by the Bank in the manner hereinafter provided.

And if, when the said current account shall be closed either by service of such notice in writing as aforesaid or by my death a balance shall be owing to the Bank by the said K. V. Devan I or my legal personal representatives as the case may be, will so long as the same or any part thereof shall remain owing, pay to the Bank interest thereon at the aforesaid rate of 10.8% per cent per annum computed from the time when such balance shall

P 7 - 12
Legal Charge
- Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
9th October

have been ascertained; and I agree that the statement of the Agent (Sub-Agent or Accountant) of the Bank as to the amount of such balance shall be final and conclusive.

10 2. Any demand for payment of the balance intended to be hereby secured may be made by a notice in writing signed by the Agent (Sub-Agent or Accountant) of the Bank on behalf of the Bank or by any Solicitor purporting to act for the Bank and such notice shall be deemed to have been sufficiently served on me if it is left at my usual or last known place of residence at No.76, Main Road, Kulai, Johore or at my usual last known place of business or sent by registered letter to either of such addresses; and, in the last mentioned case the service shall be deemed to be made at the time when the registered letter would, in the ordinary course be delivered.

3. Such notice of demand, or my death shall be deemed to operate as if one month's default in payment of the principal moneys and interest hereby secured within the meaning of Section 254 of the National Land Code had been made.

20 4. When the payment of any money hereby secured, or intended so to be, shall be further secured to the Bank by any bill of exchange, promissory note, draft, receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that hereinbefore covenanted to be paid, such higher rate of interest shall be payable in respect of such moneys, and nothing contained in or to be implied from these presents shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or, as the case may be, the difference between such higher rate and the rate which shall have been paid hereunder.

30 5. I, the Charger or my assigns if so required by the Bank keep the building known as KLOSK 681, Kulai, insured against loss or damage by fire in the joint names of myself and the Bank for such sum as may be the full insurable value thereof with the Public Insurance Company Limited as shall be approved by the Bank and will make all payments required therefor not later than when the same shall fall due and on demand deliver to the Bank the policy for such insurance and the premium receipts. And if I shall make default in any of such matters, the Bank may at its discretion insure and keep insured the said building in the amount
40 aforesaid and the Bank's expenses for so doing shall be repaid to the Bank by me on demand and until so repaid shall be added to the principal moneys hereby secured and bear interest accordingly.

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Legal Charge
- Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
9th October
1967 (Cont'd)

6. The Bank may at any time during the continuance of this Charge between sunrise and sunset and so often as the Bank shall think fit either by the Manager, Agent, Sub-Agent or any other person in that behalf authorised in writing by the Bank enter upon the said land or any part thereof to inspect the same.

7. I shall not during the continuance of this Charge without the previous consent in writing of the Bank let or sub-let, lease or charge the said land or any part thereof (including the building thereon erected or any part thereof).

8. The Bank shall be entitled once in every three years during the continuance of this Charge to obtain from a licensed valuer at my own costs a proper valuation of the said land and I shall repay the Bank the costs of such valuation or valuations on demand.

9. It is hereby expressly agreed and declared that notwithstanding the provisions relating to the rate of interest as hereinbefore provided, the Bank shall be entitled at any time and from time to time to vary at its discretion such rate of interest by serving a notice in writing on me of such its intention, and such amended rate of interest shall be payable as from the date specified in the said notice. Service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinbefore provided.

10. I, the Chargor hereby covenant with the Bank that I shall at all times during the continuance of this security keep all buildings erected on the said land in good order and repair and if I should fail to do so and if the Bank shall thereupon enter therein and execute such repairs as may be necessary to comply with the above obligation and it is hereby declared it shall be entitled to do without being liable as a chargee in possession, I shall on demand repay to the Bank all the expenses thereby incurred by the Bank and shall pay interest at the rate aforesaid from the date of demand until repayment of any monies not so repaid on demand as aforesaid and all expenses and interest shall be charged on the said land.

11. I, the Chargor hereby further covenant with the Bank that I shall so long as this security continues pay all assessments rates taxes quit rents and other impositions in respect of the said land as soon as the same shall become due and shall produce to the Bank in the months of January and July in each year the receipts for payment of all assessments rates and other taxes and quit rents due in respect of the ensuing half year and in defaults of the production of such receipts as aforesaid it shall be lawful (but not obligatory) for the Bank to pay all or any assessments

P 7 - 12
Legal Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
9th October
1967 (Cont'd)

rates taxes and quit rents then due in respect of the said land and thereupon the sums so paid by the Bank shall be added to the principal monies for the time being owing on this security and bear interest accordingly at the rate aforesaid from the time or respect times of payment and be charged upon the said land in the same manner as if they had originally formed part of the principal sum hereby secured.

P 7 - 12
Legal Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
9th October 1967
(Cont'd)

10 12. During the continuance of this security all interest on any principal money for the time being secured by this Charge including capitalised interest shall as from the date on which it ought to be paid be deemed to be added for all purposes to the principal sum hereby secured and shall henceforth bear interest and be charged upon the said land in the same manner as if it had originally formed part of the principal sum hereby secured. Provided always that for the purpose of determining whether the limit of the advances hereby agreed to be made had been exceeded or otherwise all capitalised interest or other accumulated interest then due shall be deemed to be interest and not principal money.

20 13. I, the Chargor hereby agree that the Bank shall be under no obligation at any time whatsoever to make any advance or further advanced to me notwithstanding whether the limit of the advances to be made hereby agreed upon has been exceeded or not.

30 14. Nothing hereby contained shall affect or prejudice any lien to which the Bank is by law or in equity entitled or any other securities which the Bank now holds or may at any time hereafter hold from either ourselves or any part on account of ourselves.

40 15. This security shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the money owing as aforesaid but shall constitute and be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be a continuing one until receipt by the Bank of notice in writing to determine the same and notwithstanding any change in the name style or constitution of the Bank or of the said K.V. Dovan.

Chrg.
SIGNATURE OF CHARGOR

VALUATION REPORT
CHONG KIM SENG & CO.

D 1
Valuation
Report
Chong Kim
Seng & Co.

26th
February
1972

鍾建城拍賣估價館
CHONG KIM SENG & CO.,
LICENCED AUCTIONEER & APPRAISER
STATE OF JOHORE, MALAYSIA.

Office
98-A, 1st Floor, Jalan Ah Fook, Johore Bahru.
TEL: J. B. 4393 2877
97-3, Jalan Rahmat, Batu Pahat, Johore.
TEL: B. P. 478
61, Jalan Bakok, Pontian, Johore.

Ref: CKS/MM/JB/K/139/72/RV

Ref:

26th February, 1972

VALUATION REPORT

10 RE: C. T. No. 13817, Lot 6025, Mukim of Senai Kulai, Measuring an area of Five (5) acres together with connect building known as No. 681, Kulai Besar, Kulai, Johore Bahru, Johore.

Acting on instructions received from Mr. Devan of No. 681, Kulai Besar, Kulai, Johore. Our Mr. Chong Kim Seng visited and inspected the above property and building on the 24th day of February, 1972 for purpose of preparing a valuation report in respect of the above particulars of which are as follows :-

20 OWNER: TARA-RAJARATNAM (f)

PARTICULARS OF LAND & BUILDING:

The land comprise of on a single grant title registered and known as C. T. No. 13817 for Lot 6025, Mukim of Senai Kulai, and measuring an area of 5 acres or thereabouts together with a big single storey concrete residential building and situated in the middle of the land which building is known as No. 681, Kulai Besar, Kulai, Johore.

LOCALITY:

30 The land and Building is located along the Kulai main Road at the 19th milestone and is about 1 mile from main Kulai town centre. This land and building is found flanked on the right side of the trunk road as one faces towards Kulai Town. This locality is in the Township of Kulai and rests about 1 and 2 feet above the road level. The land and building is found surrounded on either side by newly established house estates and shop-houses. The wonderful thing about this property is because the land is level and slightly higher near the trunk road and a bit lower towards the back part next nearest to the railway line. As for the building, it was found to be quite grand as the structure have been well designed and architected and is found located in the centre of the land.

40

CONDITIONS:

The land is rectangular in shape and a bit wider towards the back portion. At the moment, fruit trees are planted at the centre of the land and coconut trees too are found nearer to the railway lines.

The building is a single storey bungalow brick building with tiled roof and mosaic flooring. Judging from the building

cont/..2.

D 1
+Valuation
+Report
Chong Kim Seng
& Co.
26th February
1972
(Cont'd)

經建城拍賣估價館
CHONG KIM SENG & CO.,
LICENCED AUCTIONEER & APPRAISER
STATE OF JOHORE, MALAYSIA.

Office
98-A, 1st Floor, Jalan Ah Fook, Johore Bahru.
TEL: J. B. 4603 2377
97-3, Jalan Rahmat, Batu Pahat, Johore.
TEL: B. P. 478
61, Jalan Bakok, Pontian, Johore.

Ref:

- 2 -

Ref:

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itself, we found out that the building is less than 6 years old and there are no sign of poor foundation and bad workmanship. As far as the Building is concerned, the building materials are of fine quality. Our estimated build up area of the said Building is around the 3000 sq. ft. or thereabouts.

REMARKS:

TAKING into considerations, the booming and developing industries and the shortage of good and perfect land for further developments, its a waste to have a big empty land with only a lone building so very isolated compared to the booming neighbours. In our opinion, this place of land should be develop into a housing Estate for the price around that area is priced by square foot. Although the house itself is well foundationed and solidly built, that place must make way for further developments.

VALUATION:

Basing on the above inspection and information after a thorough investigation and much queries from the owner and from the neighbourhood, and not forgetting the good location and property value we value the above land and building for and at the price as follows:- 20

- | | | | |
|-----|---|---------------|----|
| (a) | Land (vacant) valued at \$42,000/= per acre which is roughly less than \$1.00 per square feet: (that is including the build up area for the house that is approximately 3000 square feet or thereabouts) | \$ 210,000.00 | |
| (b) | The building (house itself) for which the total cost for the building excluding the labour charges would be estimated to be around: | 48,000.00 | 30 |

Our minimum total value:

\$258,000.00

We hereby certify that we have seen the above property on the 24th day of February, 1972 and the above valuation is according to our own opinion and estimation to be in the region of not less than Dollars Two hundred and fifty eight thousand (\$258,000.00) or thereabouts.

Yours faithfully,
Signed by: Chong Kim Seng & Co.
State of Johore, Malaysia.

Chong Kim Seng

(Yan... 940/72)

Di-failkan... 62... Fol. 138

DUPLICATE
Certified true copy of the Original.

P 13 - 24
LEGAL CHARGE
TARA RAJARATNAM TO
CHUNG KHIAW BANK LTD.


NATIONAL LAND CODE
Form 16 A
(Section 242)
CHARGE
(To secure payment of a principal sum)

M. Yeow
YEOW HONG CHING.
Advocate & Solicitor
SINGAPORE AND
WEST MALAYSIA.

P 13 - 24
Legal Charge
- Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
6th November
1972.

(Stamps to be affixed—or payment of duty certified—in this space)

18107


Melayu

~~BERGADIAN~~ BER. 450/72 TERPAKSIAN GADAIAN JLD. 170
FOL. 15
97.
22
Chung Khiaw Bank Ltd.
JULY 1975
PADA TARIKH 10-01

[Signature]
FOR REGISTRY USE

Memorial of registration made in the register document(s)
of Title scheduled below, with effect from 10 h 51 m
on the 9th day of November, 1972.

L.S. Registrar/Collator

[Signature]
State/District

26 DEC 1972

File of—

Gadai

Volume

170

Folio

97

Presentation No.

7531/72

I, TARA RAJARATNAM (f) (NRIC NO. 23/7344) of No. 76,

Main Road, Kulai, Johore

(hereinafter called the Chargor (s) being proprietor(s) of the land (s) described in the schedule below
(hereinafter called "the said land(s)/charged property"):

For the purpose of securing -

~~the repayment to the Chargee named below, with interest, of the sum of~~

~~RM 100,000/- (one hundred thousand ringgit) the receipt of which I/we hereby acknowledge.~~

c) the payment to the Chargee named below, with interest, of the sum from time to time due
to the said Chargee ~~on current account~~ under the current account of K.V. Devan No.
146;

HEREBY CHARGE the "said land(s)/charged property" with the payment to the said Chargee
of the said sum and interest thereon in accordance with the ~~provisions~~ provisions annexed hereto.

Dated this

6th

day of

November

1972

Tara
.....
(Tara Rajaratnam (f))

I,

YEOW HONG CHONG

an Advocate and Solicitor of the

High Court in Malaya practising in the State of Johore hereby ~~certify~~/testify that on this day the
Common Seal of

was duly affixed to the within written instrument in accordance with the rules and regulations of the
said company that the above signature(s)/thumbprint(s) was/were written/affixed in my presence this

6th
day of

November

1972

and is/are according to my own personal

knowledge the true signature(s)/thumbprint(s) of

Tara Rajaratnam (f)

who has/have acknowledged to me.

P 13 - 24
Legal Charge
- Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
6th November
1972 (Cont'd)

- i) that ~~he/she/they~~ is/are of full age;
 ii) that ~~he/she/they~~ has/have voluntarily executed this instrument;
 and iii) that ~~he/she/they~~ understands the contents and effect thereof.

As Witness my hand this *6th* day of *November* 1972.

P 13 - 24
 Legal Charge -
 Tara Rajaratnam
 to Chung Khiaw
 Bank Ltd.
 6th November
 1972 (Cont'd)

M. Y. H.
 YEOW HONG CHONG

Advocate & Solicitor
 SINGAPORE AND
 WEST MALAYSIA.

WE, CHUNG KHIAW BANK LIMITED, a Company incorporated in
 the Republic of Singapore and having our registered office at No.
 59, Robinson Road, Singapore 1, and a place of business at No. 4,
 10 Kulai Besar, Kulai, Johore hereby accept this charge.

M. Y. H.

.....
 Signed by Chung Khiaw Bank Limited
 by its Attorney Ng Kweng Ngee
 acting under a Power of
 Attorney deposited with the
 Land Office vide Bil: 940/72
 Jil. 62, Fol. 138.

I **YEOW HONG CHONG** an Advocate and Solicitor of
 the High Court in Malaya practising in the State of Johore hereby testify that the above signature
 20 was written in my presence this *6th* day of *November* 1972 and is, according
 to my own personal knowledge the true signature of **Ng Kweng Ngee, the duly appointed**
attorney of the Chung Khiaw Bank Limited -----
 who has acknowledged to me

- i) that ~~he/she~~ is of full age;
 ii) that ~~he/she~~ has voluntarily executed this instrument;
 and iii) that ~~he/she~~ understands the contents and effect thereof.

As Witness my hand this *6th* day of *November* 1972.

M. Y. H.
 YEOW HONG CHONG.

Advocate & Solicitor
 SINGAPORE AND
 WEST MALAYSIA.

(Where the address of the person claiming under this instrument is outside the Federation, an address within the Federation for the service of notices is to be added in this space)

SCHEDULE OF LAND* AND INTEREST

DAIRY DAIRY Mukim	Lot DAIRY DAIRY No.	Description and No. of Title	Share of land (if any)	Registered No. of lease/sublease (if any)	Registered No. of Charge (if any)
(1)	(2)	(3)	(4)	(5)	(6)
Mukim of Senai- Kulai	Lot No. 6025/	Certificate of Title No. 13817	whole	nil	Pres. No. 3060/67 Bk. 126 Fol. 72 Pres. No. 4686/67, Bk. 127 Fol. 89

One Title Only

A N N E X U R E

P 13 - 24
Legal Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
6th November
1972 (Cont'd)

I, TARA RAJARATNAM (f) of No. 76, Main Road, Kulai, Johore (hereinafter called "the Chargor") DO HEREBY EXPRESSLY AGREE COVENANT DECLARE AND UNDERTAKE with the abovenamed CHUNG KHIAW BANK LIMITED, a Company incorporated in the Republic of Singapore and having its registered office at No. 59, Robinson Road,, Singapore 1, and a place of business at No. 4, Kulai Besar, Kulai, Johore (hereinafter called "the Bank") as follows :

1. That/those one single storey bungalow ----
building(s), known as house(s) No(s): KLBK No. 681,
Kulai Besar, Kulai, Johore -----

Buildings
form part
of Charge

is/are included in and form(s) part of the aforesaid Charge.

2. The Chargor(s) will on demand pay to the Bank all sums of money which are now or shall from time to time or at any time hereafter be due or owing by the Chargor(s)/ said K. V. Devan ----

(hereinafter called "the Borrower(s)") solely or jointly with any other persons firms or companies and whether as principal or surety or which the Chargor(s)/Borrower(s) may be or become liable to the Bank anywhere on banking account or any other accounts current or otherwise or in any manner whatsoever including the balance for the time being owing for or in respect of cheques bills notes drafts or other negotiable instruments accepted paid or discounted for and on behalf of the Chargor(s)/Borrower(s) either alone or jointly with another or others or for any other payments loans credits or advances made to or for the use or accommodation or on behalf of the Chargor(s)/Borrower(s) whether alone or jointly with another or others pursuant to or in respect of or under any guarantee or letter of credit given established or opened by the Bank for the Chargor(s)/Borrower(s) or any contracts for the forward delivery of goods bills or specie or in respect of any other banking facilities whatsoever whether or not given upon or under any trust receipts or other security whatsoever or otherwise howsoever up to an aggregate sum of Dollars Thirty thousand (\$30,000/-) only for principal -----

together with interest thereon at the rate of ninety cents (90¢) per one hundred dollars (\$100-00) per mensem ----

with monthly rests (hereinafter referred to as the "Prescribed Rate" which expression shall wherever the context so permits include any and such other rate which the Bank at any time and from time to time may stipulate in the manner hereinafter appearing) commission discount and all other banking charges and all costs charges and other expenses which the Bank charge in respect of any of the matters aforesaid or which the Bank may pay or incur in registering this Charge or in

perfecting the present security or in enforcing or obtaining payment of such moneys or in paying any expenses or outgoings whatsoever in respect of or in insuring repairing maintaining managing or realising the Said Land and or any buildings fixtures crops or plants thereon or in defending prosecuting or otherwise howsoever taking part in or attending at (whether on a watching brief as observer or otherwise howsoever) any action enquiry hearing suit or other proceedings whatsoever affecting the Said Land or any buildings fixtures crops or plants and also all other payment and sums hereinafter mentioned or stipulated and other usual bankers' charges.

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Legal Charge -
Tara
Rajaratnam to
Chung Khiaw
Bank Ltd.
6th November
1972 (Cont'd)

10

And if when the said account or accounts current or otherwise shall be closed either by demand as aforesaid or by the death of the Chargor(s) (or where the Chargor(s) shall be more than one person by the death of any one of them) a balance shall be owing to the Bank by the Chargor(s)/Borrower(s) the Chargor(s) or the personal representatives of the Chargor(s) as the case may be will so long as the same or any part thereof shall remain owing pay to the Bank interest thereon at the Prescribed Rate with monthly rests computed from the time when such balance shall have been ascertained and the Chargor(s) agree(s) that the statement of the Manager Assistant Manager Sub-Manager Accountant or any other Officer of the Bank as to the amount of such balance shall be final and conclusive.

20

Demands

3. Any demand for payment of the moneys intended to be hereby secured may be made by a notice in writing in such form as may be prescribed by or under the National Land Code and may be signed on behalf of the Bank by the Manager Assistant Manager Sub-Manager Accountant or any other Officer of the Bank or by any solicitor or firm of solicitors purporting to act for the Bank and such notice shall be deemed to have been sufficiently served on the Chargor(s) if it is left at the usual or last known place of residence or at the address above stated of the Chargor(s) or at the usual or last known place of business of the Chargor(s) or sent by registered letter to any of such addresses and in the last mentioned case the service shall be deemed to be made at the time when the registered letter would in the ordinary course of post be delivered or if it is served in such manner as may be prescribed by the National Land Code.

30

Variation of interest.

4. Notwithstanding the provisions relating to the rate of interest as hereinbefore provided the Bank shall be entitled at any time and from time to time to vary at its discretion such rate of interest by serving a notice in writing on the Chargor(s) and/or the Borrower(s) of such its intention and such amended rate of interest shall be payable as from the date specified in the said notice. Service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinbefore provided.

40

Capitalisation of interest.

5. Subject always to the provisions of the clause next following the interest on any moneys for the time being hereby secured including capitalised interest shall at the end of each calendar month be capitalised and added for all purposes to the principal sum then owing and shall thenceforth bear interest at the Prescribed Rate and be secured and payable accordingly and all the covenants and conditions contained in or implied by these presents and all powers and remedies conferred by law or by these present and all rules of law or equity in relation to the said principal sum and interest shall equally apply to such capitalised arrears of interest and to interest on such arrears.

50

Capitalised interest excluded from limit of principal.

6. For the purpose of ascertaining whether the limit of the principal intended to be hereby secured has been exceeded or not all accumulated and capitalised interest shall be deemed to be interest and not principal sum.

Continuing Security.

7. The security herein created is expressly intended to be and shall be continuing security for all moneys whatsoever now or hereafter

from time to time owing to the Bank by the Chargor(s)/Borrower(s) whether alone or jointly and/or severally with another or others and whether as principal or surety notwithstanding that the Chargor(s)/Borrower(s) may at any time or times cease to be indebted to the Bank for any period or periods and notwithstanding that the account or accounts of the Chargor(s)/Borrower(s) with the Bank may from any cause whatsoever cease to be a current account or account or accounts and notwithstanding any settlement of account or accounts or otherwise.

P 13 - 24
Legal Charge -
Tara Rajaratnam to
Chung Khiaw Bank
Ltd.
6th November 1972
(Cont'd)

10 8. The Bank may at its discretion from time to time at the request of the Chargor(s) advance to the Chargor(s)/Borrower(s) such further sum or sums of money beyond the limit hereinbefore mentioned as the Bank may deem fit and such sum or sums so advanced shall form part of the money hereby secured.

Further
Advances.

20 9. If the amount realised by the Bank on a sale of the Said Land under the provisions of the National Land Code after deduction and payment from the proceeds of such sale of all fees dues costs rents rates taxes and other outgoings on the Said Land is less than the amount due to the Bank and whether at such sale the Bank is the purchaser or otherwise the Chargor(s) shall pay to the Bank the difference between the amount due and the amount so realised and until payment will also pay interest on such balance at the Prescribed Rate as aforesaid with monthly rests.

Personal
liability
of Chargor.

10. Nothing herein contained shall prejudice or affect any lien to which the Bank is entitled or any other securities which the Bank may at any time or from time to time hold for or on account of the moneys hereby secured nor shall anything herein contained operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Bank may for the time being have for any money intended to be hereby or otherwise secured or any right or remedy of the Bank thereunder.

Lien and
other securities
not affected.

30 11. When the payment of any moneys hereby secured or intended so to be shall be further secured to the Bank by any bill of exchange promissory note draft trust receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that hereinbefore covenanted to be paid such higher rate of interest shall be payable in respect of such moneys and nothing contained in or to be implied from these presents shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or as the case may be the difference between such higher rate and the rate payable hereunder.

Interest
rate in other
securities.

40 12. The Chargor(s) shall comply with and observe all the conditions restrictions and category of land use express or implied imposed upon relating to or affecting the said land(s) or to which the said land(s) is subject as well as the provisions of any Act of Parliament Ordinance or Enactment for the time being in force and of any rules or orders made thereunder affecting the same.

Compliance
with land title
conditions.

50 13. The Chargor(s) will at the times during the continuance of this security pay the quit rent assessment rates taxes and all other outgoings whatsoever payable from time to time in respect of the said land(s) as and when the same shall become due and payable. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof.

Payment of
Outgoings.

14. The Chargor(s) shall inform the Bank of any application demand notice order or any other whatsoever notice document or transaction in any way affecting concerning or touching the said land(s) or any building fixture or other erection thereon or any part thereof forthwith upon the issue publication service or occurrence thereof (time being of the essence in respect hereof) and produce the same to the Bank if called upon so to do AND the Chargor(s) shall do all acts and take all steps necessary or expedient to safeguard and preserve the said land(s) or any building fixture or other erection thereon or any part thereof or the title or ownership thereto AND the Bank may if it thinks fit and on behalf or in the name and at the expense of the Chargor(s) do all such acts and employ all such persons as the Bank shall deem

Information
of matters
affecting
security.

fit for the purposes of safeguarding and preserving the said land(s) or any building fixture or other erection thereon as aforesaid. P 13 - 24
Legal Charge

Government
Acquisition.

10

15. In the event that the said land(s) or any part thereof shall at any time become the subject matter of or be included in any notice notification or declaration concerning or relating to acquisition by government or any government authority or any enquiry or proceedings in respect thereof the Chargor(s) shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served, on the Chargor(s). The Bank shall be entitled at the expense of the Chargor(s) to engage such advisors and agents (including solicitors and valuers) as it may think fit for the purposes of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition. All moneys received as or by way of compensation for any such acquisition of the said land(s) or any part thereof shall be applied in or towards the discharge or repayment of any money or liability secured by this Charge and the Chargor(s) shall and hereby declare(s) that it will hold all moneys so received in trust for the Bank and the Chargor(s) agree(s) and confirm(s) that the Bank may receive and give a good discharge for all such moneys.

- Tara
Rajaratnam
to Chung
Khiaw Bank
Ltd.
6th November
1972 (Cont'd

Dealing
with
security.

20

16. The Chargor(s) will not transfer sell charge or otherwise howsoever deal with the said land(s) or any part thereof or any interest therein or make the same subject to any burden charge encumbrance liability or lien whatsoever or make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the said land(s) or for rescission removal or amendment of any condition or restriction affecting the said land(s) without the written consent of the Bank first had and obtained.

Lensing
and possession.

30

17. The Chargor(s) will not lease or let out or grant any licence or otherwise howsoever part with the possession or make or accept surrender of any lease whatsoever of or in respect of the said land(s) or any building fixture structure crops or plants thereon or any part thereof to any person firms or companies without the consent in writing of the Bank first had and obtained which consent may be given or refused without assigning any reason therefor either absolutely or on such terms and conditions as the Bank deem fit and the decision of the Bank shall be final and conclusive, AND it is hereby expressly agreed and declared that the provisions of Section 251 of the National Land Code shall not apply to this Charge.

Repairs.

40

18. The Chargor(s) will during the term of this security keep any building structure or fixture now or at any time hereafter erected on or affixed to the said land(s) in tenantable repair and condition. In default whereof it shall be lawful for but not obligatory upon the Bank to carry out such repairs.

Maintenance.

19. The Chargor(s) will not alter pull down or remove any building or fixture now or any time hereafter erected on or affixed to the said land(s) or any part thereof without the consent in writing of the Bank first had and obtained and will forthwith replace or make good the same in the event of such alteration pulling down or removal.

Cultivation.

50

20. In addition to and not in derogation of the agreements and stipulations implied the obligations imposed and the rights created by law custom and this Charge the Chargor(s) expressly agree(s) covenant(s) and undertake(s) where applicable the following:—

- (1) During the term of this security the Chargor(s) will continue to maintain and cultivate the said land(s) in a proper and workmanlike manner and after the methods of good husbandry and until this Charge be fully satisfied and discharged the Bank shall at all reasonable times be at liberty to enter upon the said land(s) to view and inspect the state of maintenance or cultivation.
- (2) The Bank shall be at liberty to employ a visiting agent or agents or any other person or persons from time to time

to inspect the said land(s) and to make a report thereon at the cost and expense of the Chargor(s).

P 13 - 24
Legal Charge -
Tara Rajaratnam to
Chung Khiaw Bank
Ltd.
6th November 1972
(Cont'd)

- (3) During the term of this security the Chargor(s) will keep the said land(s) clean weeded and free from lallang and other undergrowths; in default whereof upon the Bank to employ labourers or workmen for the purpose of keeping the said land(s) clean weeded and free from lallang and other undergrowths PROVIDED ALWAYS that nothing in this clause contained and no act of the Bank its servants or agents done in pursuance to the provisions of this clause shall render the Bank liable as chargee in possession.

10

21. The Bank and its agents and workmen shall be at liberty at all reasonable times of the day to enter into the said land(s) and into any building or structure now or at any time hereafter erected on the said land(s) and may have access to any fixture thereon and to view and inspect the condition of repair thereof PROVIDED HOWEVER that if the Bank should enter and repair the same it shall not be liable as a chargee in possession.

Right of
Inspection.

20

22. (1) The Chargor(s) will during the term of this security keep any building or fixture or structure whatsoever now or at any time hereafter erected on or affixed to the said land(s) properly insured with the Public Insurance Company Limited against loss or damage by fire and such other risks as the Bank may require up to the full insurable value thereof in the joint names of the Chargor(s) and the Bank with such insurance company as may from time to time be approved by the Bank and will deposit the policy or policies of such insurance with the Bank as chargee and will from time to time pay the premium thereon and deliver the receipts for the same to the Bank.

Insurance.

30

(2) In addition to and not in derogation of the agreements and stipulations implied and the obligations imposed and the rights created by law custom and this Charge the Chargor(s) will, if so required by the Bank, at his/their own cost and expense insure and keep insured the whole of the property and effects included in this Charge and or any part or parts thereof and including any crops or plants thereon of an insurable nature against loss or damage by fire and such other risks and contingencies of whatsoever nature for such amount in such names and with such insurers and through such agencies as the Bank may from time to time stipulate.

40

(3) If default is made in effecting maintaining or renewing any such insurance as aforesaid it shall be lawful for but not obligatory upon the Bank at the cost and expense of the Chargor(s) to effect maintain or renew any such insurance as aforesaid as the Bank may think fit.

23. Save and except at the request or with the consent of the Bank the Chargor(s) shall not effect or keep on foot any insurance against any risk in respect of the aforementioned building fixtures structures property and effects where the Bank or the Chargor(s) has/ have effected or kept on foot any such insurance as aforesaid.

Conflicting
Insurance.

50

24. The Bank may at its discretion require all moneys received on any insurance of the said buildings fixtures structures property or effects whether effected by the Bank or by the Chargor(s) to be applied in or towards making good the loss or damage in respect of which the money is received or at the option of the Bank in or towards the discharge of any money secured hereby and the Chargor(s) shall hold all money so received on such insurance in trust for the Bank and the Bank may receive and give a good discharge for all such moneys.

Application
of insurance
moneys.

60

25. All costs charges and expenses incurred hereunder by the Bank including any expenditure incurred in the creation enforcement or preparation of this Charge or in the giving of any notice or in the making of any demand under pursuant to or in respect of this Charge or any moneys secured by this Charge and all other moneys whatsoever paid by the Bank in respect of the said costs charges expenses and expenditure

Payments
by banks.

or otherwise howsoever and all or any sums of money paid or expended by the Bank under or pursuant to the provisions of the National Land Code and this Charge express or implied and in particular the provisions of Clauses 13, 14, 15, 18, 20 and 22 aforesaid shall bear interest thereon at the Prescribed Rate with monthly rests from the date of the sums having been paid or expended and such sums and interests shall on demand be paid to the Bank by the Chargor(s) and until payment shall be charged on the said land(s) in addition to the principal sum hereby advanced and shall form part of the first payment due under this Charge.

Custody of documents (s). 10 26. The Bank shall have the custody or possession of the issue document(s) of title in respect of the said land(s).

Restriction on Production of documents. 27. Insofar as the law shall permit the application of Section 244(2) of the National Land Code shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by Government or any government authority department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Chargor(s) AND nothing contained or expressed in the said section 244(2) shall be construed as or demand to be consent by the Bank (whether express or implied) to any act or transaction requiring the consent of the Bank.

Consolidation. 20 28. Section 245 of the National Land Code (restricting the right of consolidation) shall not apply to this security and it is hereby expressly agreed and declared that unless the Bank otherwise agrees this Charge shall not be discharged except on payment by the Chargor(s) of not only all moneys secured hereby but also all moneys secured by any other charge created by the Chargor(s) or by any person through whom the Chargor(s) claim(s) in favour of or vested in the Bank.

Modification and indulgence. 29. The Bank may at any time and without in any way affecting the security hereby created:—

- 30 (a) determine vary or increase any credit or other facility granted to the Chargor(s)/Borrower(s) and may open and/or continue any account or accounts current or otherwise with the Chargor(s)/Borrower(s) at any branch or branches of the Bank;
- (b) grant to the Chargor(s)/Borrower(s) or to any other surety or guarantor any time or indulgence;
- (c) renew any bills notes or other negotiable securities; .
- 40 (d) deal with exchange release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Chargor(s) or any other person;
- (e) compound with the Chargor(s) or any other person or guarantor.

Breach of covenant. 50 30. In the event of any breach by the Chargor(s) of any of the agreements covenants terms stipulations and undertakings herein provided and on the part of the Chargor(s) to be observed and performed (other than the agreement or covenant to pay the sum for the time being owing to the Bank on demand as aforesaid) occurring and continuing for a period of not less than seven (7) days it shall be lawful for the Bank forthwith to give notice to the Chargor(s) under Section 254 of the National Land Code requiring the Chargor(s) to remedy the said breach within a period of not less than fourteen (14) days and service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinbefore provided.

Suspense Account. 60 31. Any money received hereunder may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by

the Chargor(s)/Borrower(s) to it. Notwithstanding any such payment in the vent of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement the Bank may prove for and agree to accept and dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

P 13 - 24
Legal Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
6th November
1972 (Cont'd)

Procedure
on notice
of further
charge.

10 32. It is hereby agreed that if the Chargor(s) (or any one or more of them) shall execute or create may further or subsequent charge mortgage or incumbrance over the property hereby charged or any part or parts thereof in favour of any other corporation person or persons of which the Bank shall receive notice either actual or constructive the Bank may on receiving such notice forthwith open a new or separate account with the Chargor(s)/Borrower(s) in its books and if the Bank does not in fact open such new or separate account the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice (hereinafter called the "time of Notice") and as from and after the time of notice all payments in account made by the Chargor(s)/Borrower(s) (or any one or more of them) to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed or deemed to have been placed 20 to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount due by the Chargor(s) to the Bank at the time of notice. PROVIDED ALWAYS that nothing in this clause contained shall prejudice the security which the Bank otherwise would have had hereunder for the payment of the moneys costs charges and expenses herein this Charge referred to notwithstanding that the same may become due or owing or be incurred after the time of notice.

30 33. Nothing contained herein shall be deemed to render it obligatory upon the Bank either at law or in equity to make or continue to make any advances or to afford any other accommodation or facilities whatsoever.

No obligation
to make
further
advances.

34. The security liabilities and or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation reconstruction or otherwise which may be made in the constitution of the Bank or for any company by which the business of the Bank may for the time being to be carried on and shall be available to the Company carrying on that business for the time being.

Change in
Bank.

40 35. The security liabilities and or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of amalgamation liquidation reconstruction winding up or otherwise howsoever in the name style constitution or composition of the Chargor(s) and/or the Borrower(s) and the expression the "Chargor(s)" in this Charge includes the persons for the time being deriving title under the Chargor(s) and it is expressly declared that no change of any sort whatever in relation to or affecting the Chargor(s)/Borrower(s) shall in any way affect the security liabilities and or obligations created by this Charge in relation to any 50 transaction whatsoever whether past present or future.

Change in
Chargor(s).

36. This Charge shall be binding upon the liquidators receivers representatives assign and successors in title of the Chargor(s) and on the successors in title of the Bank.

Successors
bound.

37. In this Charge unless there is something in the Subject or context inconsistent with such construction or unless it is otherwise expressly provided:

Definitions.

- (2) words applicable to natural persons include any body of person company corporation firm or partnership corporate or unincorporate;
- (3) words in the singular include the plural and words in the plural include the singular;
- (4) where there are two (2) or more persons or parties included or comprised in the expression the "Chargor(s)" agreements covenants terms stipulations and undertakings expressed to be made by and on the part of the Chargor(s) shall be deemed to be made by or binding upon such persons or parties jointly and severally.

P 13 - 24
Legal Charge -
Tara
Rajaratnam to
Chung Khiaw
Bank Ltd.
6th November
1972 (Cont'd)

Construction
where
Chargor(s)
not an
individual
person.

38. Where the name of the Chargor(s) hereinbefore inserted is that of a limited company or other corporation any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual person only shall be construed and take effect so as to give the Bank hereunder a security for the moneys owing from that limited company or corporation as identical or analogous as may be with or to that which would have been given for the moneys owing from a single individual as if the Chargor (s) had been single individual and any moneys shall be deemed to be so owing and secured by this Charge notwithstanding any defect informality insufficiency in the borrowing powers of the Chargor (s) or in the exercise thereof which might be a defence as between the Chargor (s) and the Bank. AND in this Charge any reference to bankruptcy shall be deemed to be a reference to liquidation winding up or other analogous proceedings and the moneys owing as aforesaid and hereby secured shall be deemed to include any moneys owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

AS WITNESS the signature of the abovenamed Chargor and the hand of the attorney of the abovenamed Bank the day and year first above written.

30 SIGNED by the above-named Chargor in the presence of :-

date


YEOW HONG CHONG.

Advocate & Solicitor
SINGAPORE AND
WEST MALAYSIA.

SIGNED by the above-named Bank by its Attorney in the presence of :-


YEOW HONG CHONG.
Advocate & Solicitor
SINGAPORE AND
WEST MALAYSIA.

DETAILS OF SHARE CERTIFICATE
DEPOSITED BY K.V. DEVAN

TERMS & CONDITIONS

- 1) Existing O/D secured by legal and further charge over one bungalow under CT 13817 Lot 6025 known as No. KLBSK 681, Kulai Besar, Kulai, Johore.

Ownership-Mdm. Tara Rajaratnam, wife of subject;
Area of land-5 acres; Build-up Area-3,000 sq.ft.;
Valuation-\$258,000/-.

D 22
Details of
Share
Certificate
deposited by
K.V. Devan
April 1973

10

- 2) Additional C/D secured by deposit of the following shares:-

	<u>Market Value as at 4.4.73</u>	<u>60% of Mar- ket Value</u>
6 x 1,000 Haw Par Brothers International Ltd.	\$45,000.00	\$27,000.00
4 x 1,000 United Overseas Bank Ltd	43,200.00	25,920.00
1 x 1,000 Malayan Banking Bhd.	7,500.00	4,500.00
1 x 1,000 Sime Darby	7,500.00	4,500.00
1 x 1,000 K.L. Kepong	7,400.00	4,440.00
	<u>\$110,600.00</u>	<u>\$66,360.00</u>

20

The share certificates are registered in the name of Mr. Krishna Vasu Devan (subject).

- 3) Subject to yearly review.

FORM 49
THE COMPANIES ACT
(CAP. 185)

Section 141(6)

RETURN GIVING PARTICULARS IN REGISTER OF DIRECTORS, MANAGERS AND
SECRETARIES, AND CHANGES OF PARTICULARS.

REGIONAL MEDIDATA CENTRE (PTE) LIMITED

DIRECTORS

Present Names	Former Names	Address	Business Occupation (if any)	Particulars of other Directorships	Nature of Appointment or Change and Relevant Date	Identity Card No. Passport No.	Nation-ality
KRISHNA SHIVA- SAS.	-	No. 25, Jalan Waspada, Johore Bahru, Johore.	General Medical Practitioner	Nil	Appt. by Memo & Art of Ass. 11.8.73.	4608411	Malaysian
V. PARAMES- WARAN NAR.	-	No. 56 Chiu Hin Road, Singapore.	Medical Practitioner	Nil	Appt by memo & Art of Asses- ment.	S pnc NRIC No 2046177	Singapore.
Secretaries	Krishnan Vasudavan	40 No 19 Jalan Alor JB. Johore.	Public Relations Officer	Managers & Secretaries	Appt by board 1st Oct 1973.	2317345	

Dated 1st Oct 1973.

P 25
Particulars
of
Directors
etc.
Regional
Medidata
Centre (Pte
Ltd.
1st October
1973

PARTICULARS OF DIRECTORS ETC. REGIONAL MEDIDATA
CENTRE (PTE) LTD.

GUARANTEE FOR BANKING FACILITIES

Guarantee by
Jagindar Singh
to Hongkong &
Shanghai Bank
8th October
1973

To The Hongkong and Shanghai Banking Corporation,

In consideration of your making or continuing advances or otherwise giving credit or affording banking facilities for as long as you shall think fit to

(hereinafter called "the Principal") I the undersigned agree to pay to you on demand all sums of money which now are or shall at any time be owing to you anywhere on any account, whatsoever from the Principal whether solely or jointly with any other person or persons firm or company, including the amount of notes, bills, guarantees and other securities held now or hereafter by you on which the Principal may be liable and all interest, commission and other usual banking charges and all expenses, legal or otherwise, incurred by you in connection therewith.

My liability under this guarantee shall not exceed in the aggregate, One hundred per cent from the date of demand by you for payment.

This Guarantee shall extend to cover any sum or sums which shall for the time being constitute the balance due from the Principal to you and shall be a continuing security until one calendar month's notice in writing has been given to you by me or my legal representatives; and shall extend to any bills, notes or cheques current at the expiration of the notice but afterwards dishonoured.

Whenever the amount due from the Principal, either alone or jointly, as aforesaid, shall exceed the limit for which I am liable under this Guarantee, you may, if you think fit, elect which particular accounts or items shall be considered as exclusively secured by this Guarantee and you shall be at liberty at any time in case of the payment by me of any of the moneys hereby guaranteed to place the same to a suspense account for any period that you may think fit and such money shall not be considered as paid on account of the moneys due to you from the Principal or any such other person or persons firm or company as aforesaid.

Should this Guarantee cease from any cause to be binding as a continuing security on me you may open a fresh account or accounts and continue any existing account with the Principal and no money paid into such account and subsequently drawn out by the Principal shall on settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the money due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid in the absence of a direction in writing to appropriate given to you by the person paying in such money.

Any admission or account stated in writing by the Principal or his representatives of the amount due from the Principal or in the absence thereof a certified extract from the Bank's records of amounts owing, any judgment obtained by you against the Principal in respect of such indebtedness shall be binding and conclusive against me and my legal representatives.

This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by you on account of the moneys hereby intended to be secured and you may without affecting your rights against me determine, enlarge or vary any credit to the Principal and may vary, exchange, abstain from perfecting or release any other securities held now or hereafter by you on account of the moneys intended to be hereby secured and you may compound with, give time or other indulgence to or make any other arrangement with the Principal or with any obligants on other securities held now or hereafter by you on behalf of the Principal.

I will not be entitled in competition with you to prove in the bankruptcy or insolvency of the Principal or exercise any other right of a surety discharging his liability in respect of the principal debt unless and until the whole of the moneys owing to you by the Principal shall have been completely discharged and paid and to enable you to sue the Principal or prove against his estate for the whole of the money owing, you may place any sum received from me to a suspense account without any obligation on your part to apply the same towards the discharge of the moneys then owing.

If I now have or shall hereafter take any security from the Principal in respect of my liability under this Guarantee I will not prove in the bankruptcy or insolvency of the Principal in respect thereof to your prejudice and such security shall stand as a security for you and shall be forthwith deposited with you.

So long as any money remains owing hereunder you shall have a lien on any moneys standing to my credit with you and on any securities in your hands belonging to me or under my control.

If the Principal is a corporation or an unincorporated body or firm the absence or informality of borrowing powers on the part of the Principal or any irregularity in the exercise thereof shall not affect my liability and any moneys advanced to the Principal shall be deemed to be due and owing notwithstanding such absence, informality or irregularity and this Guarantee shall not be affected by any change in the same or constitution of the corporation or unincorporated body or firm or in the persons constituting the same.

A notice by you under this Guarantee may be served by post and shall be deemed to have been duly served on the day following the day of posting if addressed to me at the address given hereunder.

This Guarantee is in addition to and not in substitution for any other Guarantee for the Principal given to you by me and shall endure for the benefit of your successors and assigns.

JAGINDAR SINGH

Signed by me (or by) and

on behalf of

Company Ltd at

this 8th day of October 1973

WITNESS

(Occupation) BANK OFFICIAL

STAMP

PARTICULARS OF CHARGE BY
REGIONAL MEDIDATA CENTRE
(PTE) LTD.

FORM 34

THE COMPANIES ACT,
(Cap. 185 of 1970 ED.)

Sections 108(1)
and 110(1)

AGREED BUNDLE

P 26
Particulars
of Charge by
Regional
Medidata
Centre (Pte)
Ltd.
30th October
1973

STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE

To The Registrar of Companies,

1. The Charge is given by: *Regional Medidata Centre (Pte) Limited.*
2. The date of creation of the charge is:
27th day 7 Oct 1973.
3. The description of the instrument creating or evidencing the charge is: *DEBENTURE.*

4. The amount secured by the charge is: *Dollars Eight hundred thirty five thousand eight hundred only. (\$ 835,085/-).*
5. A short description of the property affected is:
(1) Fixed charge over all the fixed property and assets of the Company wherever situated including all the equipment, rights and interest of the Company. (X)
6. The names and addresses of the persons entitled to the charge are:
Moscow Narodny Bank Limited a company incorporated in England & having an office at No. 2, Shenton Way, Singapore.
Dated this 30th day of Oct 1973.

(Sd) *K.S. Das*

Director

(X) under an Agreement dated the *1* day of *1* 1973 and all the fixed property and all assets & property present & future;

30. (2) Floating charge over all and singular its undertaking and the whole of its property & assets whatsoever & wheresoever both present & future including its uncalled capital, goodwill & debts now or hereafter belonging to the Company.

07797

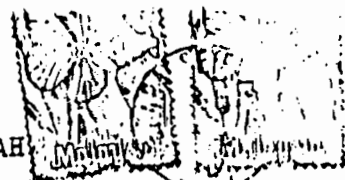
AGREED BUNDLE

P30 - 31

MEMORANDUM AND UNDERTAKING

TARA RAJARATNAM AND P. SUPPIAH

30TH MARCH 1974



I, TARA RAJARATNAM (f) NRIC. No. 2317344 of No. 76,

Main Road, Kulai, Johore, proprietor of the land described in the Schedule below and the house erected thereon and known as KLESK 681, Kulai Besar, Kulai, Johore, hereby confirm that the consideration of \$220,000.00 referred to in the Transfer executed by me in respect of the said land in favour of PAKHISAMY SUPPIAH of No. 33, Jalan Keruing, Kebun Teh Park, Johore Bahru is arrived at as follows:-

10

(a) in consideration of the said P.SUPPIAH paying the sum of Dollars \$103,658.44 which is the amount due from me to the CHUNG KHIAW BANK Kulai Branch, as at 8.3.74 as stated in their letter dated 14.3.74 which is attached herewith and marked "A" on the Charges executed by me in their favour and a further sum of \$6,341.56 (making in all \$110,000.00) part of which is for additional interest payable to the said Bank as from 9.3.74 to the date of Transfer and the balance is to be received by me.

20

(b) a further sum of \$110,000.00 is in consideration of the said P.SUPPIAH paying Datuk JAJINDAR SINGH of No. 41, Jalan Waspada, Johore Bahru, being the amount payable by my brother-in-law Dr. KRISHNA SHIVADAS (also known as Dr. DAS) of No. 25, Jalan Waspada, Johore Bahru, to the said Datuk JAJINDAR SINGH who will be paying to the HONGKONG & SHANGHAI BANK, Collyer Quay, Singapore the sum of \$110,000.00, (which I hereby agree) being the loan granted to my said brother-in-law by the said Bank on the guarantee given by the said Datuk JAJINDAR SINGH.

30

The Schedule referred to above

Mukim	Lot No.	Description and No. of Title.	Share of land (if any)	Registered No. of lease/sub-lease (if any)	Registered No. of charge (if any)	
Senai-Kulai	6025	Certificate of Title No. 13817 for area 5A. Ok. OOP. or thereabouts	whole	nil	nil	Agreed Bund P 30 - 31 Memorandum and Undertaking Tara Rajaratnam and P. Suppiah 30th March 1974 (Cont'd)

10

Dated this 30th day of March, 1974.

K.V. Devan
Witnessed by
K.V. Devan.

Tara
Signed by the abovenamed
Tara Rajaratnam

20 I, the above named Pakrisamy Suppiah hereby confirm, agree, and undertake not to sell the said land and house to anyone for one year without the consent of the said Tara Rajaratnam (&) and further undertake to transfer the said land and house to her within one year in the event of her paying me the sum of \$220,000.00 (Dollars two hundred and twenty thousand only) the consideration mentioned as above.

L. S. by
L. S. by

L. S. by
L. S. by

141 COLLYER QUAY 099853-001

DR. KRISHNA SHIVA DAS,
C/O J. SINGH,
FAR EAST TRAVEL CLUB PTE. LTD.,
ROOM 116, STAMFORD HOUSE,
STAMFORD ROAD,
SINGAPORE, 6.

INT	1,102.00 CHQ DP	121,819.80	1APR74	120,717.7500
			27APR74	0.05
			1JUL74	0.05

141 COLLYER QUAY 099853-001

DR. KRISHNA SHIVA DAS,
C/O J. SINGH,
FAR EAST TRAVEL CLUB PTE. LTD.,
ROOM 116, STAMFORD HOUSE,
STAMFORD ROAD,
SINGAPORE, 6.

INT	929.70	31DEC73	107,759.9500
INT	1,000.30	26JAN74	108,689.6500
174777-	10,000.00	27FEB74	109,689.9500
174778-	40,000.00	1MAR74	119,689.9500
DR ADV	5.00	2MAR74	
DR ADV	4,000.00		159,694.9500
	RETURN	4MAR74	
174778	40,000.00		119,694.9500
	CR ADV	6MAR74	159,694.9500
	REV'L	7MAR74	119,694.9500
174778	40,000.00	11MAR74	159,694.9500
	RETURN	12MAR74	119,694.9500
INT	1,022.80	27MAR74	120,717.7500
		1APR74	120,717.7500

D 18

Bank Statement
K.S. Das
31st December
1973
14th April
1974

D 21

CHARGE

TARA RAJARATNAM TO CHUNG KHIAM BANK LTD.

NATIONAL LAND CODE

FORM 16A

(Section 242)

CHARGE

High

2416

24/2

1.3.84

D 21

Charge -

Tara Rajaratnam

to Chung Kham

Bank Ltd.

10th March

1975

(TO SECURE PAYMENT OF A PRINCIPAL SUM)

06331

(Stamps to be fixed-or payment of duty certified-in this space)

10

Stamp fee - \$147.00

FOR REGISTRY USE

Memorial of registration made in
the register Document(s) of Title
scheduled below, with effect from
10.02 on the 15 day of March, 1975

File of :-

Charge

Volume 199

Folio 93

Presentation No. 1586/75

L.S. Registrar/

~~Registrar~~

Negeri/

~~Negeri~~

Johor

CANCELLED

20

Certified true translation of Page 139,
Exhibit D21 in Volume 3 in the Federal Court
Civil Appeal Nos. 215 and 216 of 1982.

Notary Public for the State of Johore
High Court Building,
Johore Bahru.

I/We TARA RAJARATNAM (f) (NRIC NO. 2317344) of 76, Main Road,
Kulai, Johore -----
proprietor of the land described in the schedule below:

D 21
Charge -
Tara Rajaratn
to Chung Khia
Bank Ltd.
10th March
1975 (Cont'd)

For the purpose of securing payment to the chargees named below,
inclusive of interest and in consideration of the chargees who agreed
on my/our request to provide/ extend overdraft facilities of unlimited
sum of money or otherwise, provide facilities or loan or made advance-
ment of unlimited sum for a period which the chargees deem fit to
K.V. Devan's account no. 146, to the total sum of dollars thirty
thousand (\$30,000.00) and for the purpose of securing in the enclosed
proviso

do hereby charge the said land with the payment to them of the
said sum and interest thereon in accordance with the provisions annexed
hereto.

Dated this 10th day of March, 1975.

Sd.
.....
Signature (or other form
of execution) by or on
behalf of chargor
(Tara Rajaratnam (f))

I CHEW WHYEE JEE an Advocate and Solicitor of the High Court,
Malaya Johore and practising at No. 16-B, Jalan Station, Tan Chan Ching
Building, Johore Bahru, Johore do hereby testify ~~xxxxxxx~~
~~commonxxsxxiedxxfxcompany.....~~
~~xxxxxxx~~ affixed ~~xxxx~~ to this document ~~xxxx~~ in accordance ~~xxxx~~ with ~~xxxx~~ the ~~xxxx~~ companies
act/*signature(~~xxxx~~xx~~xxxx~~print(s)) was written in my presence this 10th
day of March 1975 and is according to my own knowledge, the true
signature/~~xxxx~~xx~~xxxx~~print of: Tara Rajaratnam (f) who has acknowledge
to me:

- i) that she/~~xxxx~~ is/~~xxx~~ of full age.
- ii) that she/~~xxxx~~ has/~~xxxx~~ voluntarily executed this
instrument, and
- iii) that she/~~xxxx~~ understands the contents and effect thereof.

As witness my hand this 10th day of March 1975.

30 Certified true translation of Page 140,
Exhibit D21 in Volume 3 in the Federal Court
Civil Appeal Nos. 215/ and 216 of 1982.

Sd.
.....
Advocates & Solicitors
CHEW WHYEE JEE
Advocate & Solicitor

Malay/Chinese/English/Hindi/Urdu/Interpretor
High Court Malaya,
Johore Bahru.

We, CHUNG KHIAW BANK LIMITED, a company incorporated in the Republic of Singapore and having a branch office at No. 4, Kulai Besar, Kulai, Johore, accept this charge.

D 21
Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

CHUNG KHIAW BANK LIMITED
by their representative
for CHUNG KHIAW BANK LIMITED
KULAI BRANCH

Sd. BY ITS ATTORNEY
.....
TAN BAN KIM

Signature(or other form of
execution) by or on behalf of
Chargee
P/A 498/74, BK. 64, Fol. 110

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I, CHEW WHYE JEE, an Advocate and Solicitor of the High Court, Malaya, hereby testify the above signature of the Chargees' representative was written in my presence this 10th day of March 1975 and is according to my personal knowledge, the true signature of :- Tan Ban Kim, attorney of Chung Khiaw Bank Limited, Kulai, Johore who has acknowledge to me


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- i) that he is of full age;
- ii) that he has voluntarily executed this instrument; and
- iii) that he understands the contents and effect thereof.

As witness my hand this 10th day of March 1975

Certified true translation of Page 141, Exhibit D21 in Volume 3 in the Federal Court Civil Appeal Nos. 215 and 216 of 1982.

Sd.
.....
Advocates & Solicitors
CHEW WHYE JEE
Advocates & Solicitors.


Malay/Chinese/Tamil/Punjabi Interpreter,
High Court Malaya,
Johore Bahru.

(Where the address of the person claiming under this instrument is outside the Federation, an address within the Federation for the service of notices is to be added in this space.)

D 21
Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

SCHEDULE OF LAND AND INTEREST

Town/ Village/ Mukim	Lot No./ Parcel/ L.O. No.	Description and No. of Title	Share of land (if any)	Registered No. of *lease/sub- lease (if any)	Registered No. of charge (if any)
(1)	(2)	(3)	(4)	(5)	(6)
Mukim of Senai- Kulai	Lot No. 6025 Area 5a. Or. 00p. together with a single storey bungalow house No. KL33K 681, Kulai Besar, Kulai.	C.T. No. 13817	Whole	nil	Pres. No. 3060/67, Vol. 126 Fol. 72 Pres. No. 4686/67 Vol. 127 Fol. 89 Pres. No. 7531/72 Vol. 170 Fol. 97

ONE TITLE ONLY

*Delete as appropriate.

Certified true translation of Page 142,
Exhibit D21 in Volume 3 in the Federal
Court Civil Appeal Nos. 215 and 216 of 1982.

Malay/Chinese/Hindi/Arabic Interpretation.
High Court, Malaya,
Johore Bahru.

LAMPIRAN

(ANNEXURE)

I/We the abovenamed Tara Rajaratnam (f) of No. 76,

Main Road, Kulai, Johore -----

(hereinafter called the "Chargor(s)") DO HEREBY AGREE COVENANT AND UNDERTAKE with the abovenamed CHUNG KHIAW BANK LIMITED a company incorporated in Singapore and having its Branch Office at No. 4, Kulai Besar, Kulai, Johore

(hereinafter called the "Bank") as follows:-

D 21
Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

Covenant
to pay.

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1. The Chargor(s) will on demand pay to the Bank all sums of money which are now or shall from time to time or at any time hereafter be due or owing by the abovenamed K.V. Devan a/c 146

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(hereinafter called the "Customer(s)") solely or jointly with any other person firms or companies and whether as principal or surety or which the Customer(s) may be or become liable to the Bank anywhere on banking account or accounts current or otherwise or in any manner whatsoever including the balance for the time being owing for or in respect of cheques bills notes drafts or other negotiable instruments accepted paid or discounted for and on behalf of the Customer(s) either alone or jointly with another or others or for any other payments loans credits or advances made to or for the use or accommodation or on behalf of the Customer(s) whether alone or jointly with another or others pursuant to or in respect of or under any guarantee or letter of credit given established or opened by the Bank for the Customer(s) or any contracts for the forward delivery of goods bills or specie or in respect of any other banking facilities whatsoever whether or not given upon or under any trust receipts or other security whatsoever or otherwise howsoever up to an aggregate sum of Dollars. Thirty thousand (\$30,000-00) only (hereinafter called the said limit) together with the interest thereon at the rate of twelve point five per centum (12.5%) per annum with monthly rests (hereinafter referred to as the "Prescribed Rate" which expression shall wherever the context so permits include any and such other rate which the Bank at any time and from time to time may stipulate in the manner hereinafter appearing) commission discount and all other banking charges and all costs charges and other expenses which the Bank may charge in respect of any of the matters aforesaid or which the Bank may pay or incur in registering this charge or in perfecting the present security or in enforcing or obtaining payment of such moneys or in paying any expenses or outgoings whatsoever in respect of or in insuring repairing maintaining managing or realising the Said Land and or any buildings fixtures crops or plants thereon or in defending prosecuting or otherwise howsoever taking part in or attending at (whether on a watching brief as observer or otherwise howsoever) any action enquiry hearing suit or other proceedings whatsoever affecting the Said Land or any buildings fixtures crops or plants thereon and also all other payments and sums hereinafter mentioned or stipulated and other usual bankers' charges.

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And if when the said account or accounts current or otherwise shall be closed either by demand as aforesaid or by the death of the Chargor(s) (or where the Chargor(s) shall be more than one person by the death of any one of them) a balance shall be owing to the Bank by the Customer(s) the Chargor(s) or the personal representatives of the Chargor(s) as the case may be will so long as the same or any part thereof shall remain owing pay to the Bank interest thereon at the Prescribed Rate with monthly rests computed from the time when such balance shall have been ascertained and the Chargor(s) agree(s) that the statement of the Manager Assistant Manager Sub-Manager Accountant or any other Officer of the Bank as to the amount of such balance shall be final and conclusive.

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Demands.

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2. Any demand for payment of the moneys intended to be hereby secured may be made by a notice in writing requiring payment within seven (7) days from date thereof and may be signed on behalf of the Bank by the Manager Assistant Manager Sub-Manager Accountant or any other Officer of the Bank or by any solicitor or firm of solicitors purporting to act for the Bank and such notice shall be deemed to have been sufficiently served on the Chargor(s) if it is left at the usual or last known place or residence or at the address abovestated of the Chargor(s) or at the usual or last known place of business of the Chargor(s) or sent by registered letter to any of such addresses and in the last mentioned case the service shall be deemed to be made at the time when the registered letter would in the ordinary course of post be delivered.

Variation of
interest rate.

3. Notwithstanding the provisions relating to the rate of interest as hereinbefore provided the Bank shall be entitled at any time and from time to time to vary at its discretion such rate of interest by serving a notice in writing on the Customer(s) and or the Chargor(s) of such its intention and such amended rate of interest shall be payable as from the date specified in the said notice. Service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinbefore provided.

D 21
Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

Capitalisation
of interest.

Capitalised
interest
excluded
from limit of
principal.

Continuing
Security.

Further
Advances.

Personal
liability of
Chargor(s).

Lien and
other
securities
not affected.

Interest
rates in
other
securities.

Compliance
with land
title con-
ditions.

Payment of
Outgoings.

Information
on matters
affecting
security.

4. Subject always to the provisions of the clause next following the interest on any principal moneys for the time being hereby secured including capitalised interest shall at the end of each calendar month be capitalised and added for all purposes to the principal sum then owing and shall thenceforth bear interest at the Prescribed Rate and be secured and payable accordingly and all the covenants and conditions contained in or implied by these presents and all powers and remedies conferred by law or by these presents and all rules of law or equity in relation to the said principal sum and interest shall equally apply to such capitalised arrears of interest and to interest on such arrears.

5. For the purpose of ascertaining whether the limit of the principal intended to be hereby secured has been exceeded or not all accumulated and capitalised interest shall be deemed to be interest and not principal sum.

6. The security created by this charge is expressly intended to be and shall be a continuing security for all moneys whatsoever now or hereafter from time to time owing to the Bank by the Chargor(s) whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Chargor(s) may at any time or times cease to be indebted to the Bank for any period or periods and notwithstanding that the account or accounts of the Chargor(s) with the Bank may from any cause whatsoever cease to be a current account or accounts and notwithstanding any settlement of account or accounts or otherwise.

7. The Bank may at its discretion from time to time at the request of the Chargor(s) advance to the Chargor(s) such further sum or sums of money beyond the limit hereinbefore mentioned as the Bank may deem fit and such sum or sums so advanced shall form part of the money hereby secured.

8. If the amount realised by the Bank in a sale of the Said Land under the provisions of the National Land Code after deduction and payment from the proceeds of such sale of all fees dues costs rents rates taxes and other outgoings on the Said Land is less than the amount due to the Bank and whether at such sale the Bank is the purchaser or otherwise the Chargor(s) shall pay to the Bank the difference between the amount due and the amount so realised and until payment will also pay interest on such balance at the Prescribed Rate as aforesaid with monthly rests.

9. Nothing herein contained shall prejudice or affect any lien to which the Bank is entitled or any other securities which the Bank may at any time or from time to time hold for or on account of the moneys hereby secured nor shall anything herein contained operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Bank may for the time being have for any money intended to be hereby or otherwise secured or any right or remedy of the Bank thereunder.

10. When the payment of any moneys hereby secured or intended so to be shall be further secured to the Bank by any bill of exchange promissory note draft receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that hereinbefore covenanted to be paid such higher rate of interest shall be payable in respect of such moneys and nothing contained in or to be implied from these presents shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or as the case may be the difference between such higher rate and the rate payable hereunder.

11. The Chargor(s) shall comply with and observe all the conditions restrictions and category of land use express or implied imposed upon relating to or affecting the Said Land or to which the Said Land is subject as well as the provisions of any Act of Parliament ordinance or enactment for the time being in force and of any rules or orders made thereunder affecting the same.

12. The Chargor(s) will at all times during the continuance of this security pay the quit rent assessment rates taxes and all other outgoings whatsoever payable from time to time in respect of the Said Land and as and when the same shall become due and payable. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof.

13. The Chargor(s) shall inform the Bank of any application demand notice order or any other whatsoever notice document or transaction in any way affecting concerning or touching the Said Land or any building fixture or other erection thereon or any part thereof forthwith upon the issue publication service or occurrence thereof (time being of the essence in respect hereof) and produce the same to the Bank if called upon so to do AND the Chargor(s) shall do all acts and take all steps necessary or expedient to safeguard and preserve the Said Land or any building fixture or other erection thereon or any part thereof or the title or ownership thereto AND the Bank may if it thinks fit and on behalf or in the name and at the expense of the Chargor(s) do all such acts and employ all such persons as the Bank shall deem fit for the purposes of safeguarding and preserving the Said Land or any building fixture or other erection thereon as aforesaid.

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Government
acquisition.

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14. In the event that the Said Land or any part thereof shall at any time become the subject matter of or be included in any notice notification or declaration concerning or relating to acquisition by government or any government authority or any enquiry or proceedings in respect thereof the Chargor(s) shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served on the Chargor(s). The Bank shall be entitled at the expense of the Chargor(s) to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purposes of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition. All moneys received as or by way of compensation for any such acquisition of the Said Land or any part thereof shall be applied in or towards the discharge or repayment of the money or liability secured by this Charge and the Chargor(s) shall and hereby declare(s) that it will hold all moneys so received in trust for the Bank and the Chargor(s) agree(s) and confirm(s) that the Bank may receive and give a good discharge for all such moneys.

Dealings
with
security.

15. The Chargor(s) will not transfer sell charge or otherwise howsoever deal with the Said Land or any part thereof or any interest therein or make the same subject to any burden charge encumbrance liability or lien whatsoever or make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Said Land or for rescission removal or amendment of any condition or restriction affecting the Said Land without the written consent of the Bank first had and obtained.

Leasing and
possession.

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16. The Chargor(s) will not lease let out or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the Said Land or any building fixture structure crops or plants thereon or any part thereof to any person firm or company without the consent in writing of the Bank first had and obtained which consent may be given or refused without assigning any reason therefor either absolutely or on such terms and conditions as the Bank deems fit and the decision of the Bank shall be final and conclusive. AND it is hereby expressly agreed and declared that the provisions of Section 251 of the National Land Code shall not apply to this Charge.

Repairs.

17. The Chargor(s) will during the term of this security keep any building structure or fixtures now or at any time hereafter erected on or affixed to the Said Land in tenable repair and condition. In default whereof it shall be lawful for but not obligatory upon the Bank to carry out with repairs.

Maintenance.

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18. The Chargor(s) will not alter pull down or remove any building or fixture now or any time hereafter erected on or affixed to the Said Land or any part thereof without the consent in writing of the Bank first had and obtained and will forthwith replace or make good the same in the event of any such alteration pulling down or removal. In default whereof it shall be lawful for but not obligatory upon the Bank to replace or make good the same.

Cultivation.

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19. In addition to and not in derogation of the agreements and stipulations implied the obligations imposed and the rights created by law custom and this Charge the Chargor(s) expressly agree(s) covenant(s) and undertake (s) where applicable the following:-

- (1) During the term of this security the Chargor(s) will continue to maintain and cultivate the Said Land in a proper and workmanlike manner and after the methods of good husbandry and until this Charge be fully satisfied and discharged the Bank shall at all reasonable times be at liberty to enter upon the Said Land to view and inspect the state of maintenance or cultivation.
- (2) The Bank shall be at liberty to employ a visiting agent or agents or any other person or persons from time to time to inspect the Said Land and to make a report thereon at the cost and expense of the Chargor(s).
- (3) During the term of this security the Chargor(s) will keep the Said Land clean weeded and free from lalang and other undergrowths; in default whereof it shall be lawful for but not obligatory upon the Bank to employ labourers or workmen for the purpose of keeping the Said Land clean weeded and free from lalang and other undergrowths PROVIDED ALWAYS that nothing in this clause contained and no act of the Bank its servants or agents done in pursuance of the provisions of this clause shall render the Bank liable as chargee in possession.

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Right of
inspection.

20. The Bank and its agents and workmen shall be at liberty at all reasonable times of the day to enter into the Said Land and into any building or structure now or at any time hereafter erected on the Said Land and may have access to any fixtures thereon and to view and inspect the condition of repair thereof PROVIDED HOWEVER that if the Bank should enter and repair the same it shall not be liable as a chargee in possession.

D 21-

Charge -

Tara Rajaratnam
to Chung Khiaw
Bank Ltd.10th March 1975
(Cont'd)

D 21
 Charge -
 Tara-Rajaratnam
 to Chung Khiaw
 Bank Ltd.
 10th March 1975
 (Cont'd)

Insurance.

21. (1) The Chargor(s) will at all times during the continuance of this security keep any building or fixture or structure whatsoever now or at any time hereafter erected on or affixed to the Said Land properly insured against loss or damage by fire and such other risks as the Bank may require up to the full insurable value thereof in the joint names of the Chargor(s) and the Bank with such insurance company as may from time to time be nominated by the Bank and will deposit the policy or policies of such insurance with the Bank as chargee and will from time to time pay the premium thereon and deliver the receipts for the same to the Bank.

(2) In addition to and not in derogation of the agreements and stipulations implied and the obligations imposed and the rights created by law custom and this Charge the Chargor(s) will if so required by the Bank at his/their own cost and expense insure and keep insured the whole of the property and effects included in this Charge and or any part or parts thereof and including any crops or plants thereon of an insurable nature against loss or damage by fire and such other risks and contingencies of whatsoever nature for such amount in such names and with such insurers and through such agencies as the Bank may from time to time stipulate.

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(3) If default is made in effecting maintaining or renewing any such insurance as aforesaid it shall be lawful for but not obligatory upon the Bank at the cost and expense of the Chargor(s) to effect maintain or renew any such insurance as aforesaid as the Bank may think fit.

Conflicting Insurance.

22. Save and except at the request or with the consent of the Bank the Chargor(s) shall not effect or keep on foot any insurance against any risk in respect of the aforementioned buildings fixtures structures property and effects where the Bank or the Chargor(s) has/have effected or kept on foot any such insurance as aforesaid.

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Application of Insurance money.

23. The Bank may at its discretion require all moneys received on any insurance of the said buildings fixtures structures property or effects whether effected by the Bank or by the Chargor(s) to be applied in or towards making good the loss or damage in respect of which the money is received or at the option of the Bank in or towards the discharge of any money secured hereby and the Chargor(s) shall hold all moneys so received on such insurance in trust for the Bank and the Bank may receive and give a good discharge for all such moneys.

Payments by Bank.

24. All costs charges and expenses incurred hereunder by the Bank including any expenditure incurred in the creation enforcement or preparation of this Charge or in the giving of any notice or in the making of any demand under pursuant to or in respect of this Charge or any moneys secured by this Charge and all other moneys whatsoever paid by the Bank in respect of the said costs charges expenses and expenditure or otherwise howsoever and all or any sums of money paid or expended by the Bank under or pursuant to the provisions of the National Land Code and this Charge express or implied and in particular the provisions of Clauses 12, 13, 14, 17, 18, 19 and 21 aforesaid shall bear interest thereon at the Prescribed Rate with monthly rests from the date of the sums having been paid or expended and such sums and interests shall on demand be paid to the Bank by the Chargor(s) and until payment shall be charged on the Said Land in addition to the principal sum hereby advanced and shall form part of the first payment due under this Charge.

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Custody of documents.

25. The Bank shall have the custody or possession of the issue documents of title in respect of the Said Land.

Restriction on Production of documents.

26. Insofar as the law shall permit the application of Section 244 (2) of the National Land Code shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by Government or any government authority department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Chargor(s) AND nothing contained or expressed in the said Section 244(2) shall be construed as or deemed to be consent by the Bank (whether express or implied) to any act or transaction requiring the consent of the Bank.

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Consolidation.

27. Section 245 of the National Land Code (restricting the right of consolidation) shall not apply to this security and it is hereby expressly agreed and declared that unless the Bank otherwise agrees this Charge shall not be discharged except on payment by the Chargor(s) of not only all moneys secured hereby but also all moneys secured by any other charge created by the Chargor(s) or by any person through whom the Chargor(s) claim(s) in favour of or vested in the Bank.

Modification and Indulgence.

28. The Bank may at any time and without in any way affecting the security hereby created:

- (a) determine vary or increase any credit or other facility granted to the Borrower(s) and may open and/or continue any account or accounts current or otherwise with the Borrower(s) at any branch or branches of the Bank;
- (b) grant to the Borrower(s) or to any other surety or guarantor any time or indulgence;
- (c) renew any bills notes or other negotiable securities;

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(d) deal with exchange release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Borrower(s) or any other person;

(e) compound with the Borrower(s) or any other person or guarantor.

D 21
Charge -
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

Breach of
covenant.

29. In the event of any breach by the Chargor(s) of any of the agreements covenants terms stipulations and undertakings herein provided and on the part of the Chargor(s) to be observed and performed (including the agreement or covenant to pay the sum for the time being owing to the Bank on demand as aforesaid) occurring and continuing for a period of not less than seven (7) days it shall be lawful for the Bank forthwith to give the statutory notice pursuant to the provisions of the National Land Code requiring the Chargor(s) to remedy the said breach within a period of not less than seven (7) days and service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinbefore provided or as may be prescribed by the National Land Code.

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Waiver

30. No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank hereunder upon any default on the part of the Chargor(s) and/or the customer(s) shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default, nor shall any action by the Bank in respect of any default or any acquiescence to any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

Suspense
account.

31. Any money received hereunder may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by the Chargor(s) to it. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

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Procedure
on notice
of further
charge.

32. It is hereby agreed that if the Chargor(s) (or any one or more of them) shall execute or create any further or subsequent charge mortgage or incumbrance over the property hereby charged or any part or parts thereof in favour of any other corporation person or persons of which the Bank shall receive notice either actual or constructive the Bank may on receiving such notice forthwith open a new or separate account with the Chargor(s) in its books and if the Bank does not in fact open such new or separate account the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice (hereinafter called the "time of notice") and as from and after the time of notice all payments in account made by the Chargor(s) (or any one or more of them) to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount due by the Chargor(s) to the Bank at the time of notice. PROVIDED ALWAYS that nothing in this clause contained shall prejudice the security which the Bank otherwise would have had hereunder for the payment of the moneys costs charges and expenses herein this Charge referred to notwithstanding that the same may become due or owing or be incurred after the time of notice.

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No obligation
to make further
advances.

33. Nothing contained herein shall be deemed to render it obligatory upon the Bank either at law or in equity to make or continue to make any advances or to afford any other accommodation or facilities whatsoever.

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Change in
Bank.

34. The security liabilities and or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the Company carrying on that business for the time being.

Change in
Customer(s).

35. The security liabilities and or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy death incorporation or otherwise howsoever in the name style constitution or composition of the Chargor(s) and the expression "the Chargor(s)" in this Charge includes the persons for the time being deriving title under the Chargor(s) and it is expressly declared that no change of any sort whatever in relation to or affecting the Chargor(s) shall in any way affect the security liabilities and or obligations created by this Charge in relation to any transaction whatsoever whether past present or future.

50

Assignment
or Transfer
of Charge

36. The Bank shall be at liberty at any time with or without the concurrence of and without notice to the Chargor(s) to assign and transfer this Charge and the costs and expenses of the Bank and the assignee or transferee of and incidental to such assignment or transfer shall be paid by the Chargor(s), and any recital or statement therein of the amount due to the Bank under or by virtue of these presents shall be conclusive and binding for all purposes against the Chargor(s).

Successors
bound.

37. This Charge shall be binding upon the heirs personal representatives assigns and successors in title of the Chargor(s) and on the successors in title and assigns of the Bank.

D 21

Charge -
Tara Rajaratnam to
Chung Khiaw Bank
Ltd.

10th March 1975
(Cont'd)

No proof
in competi-
tion with
Bank.

38. Until all moneys and liabilities due or incurred by the Customer(s) to the Bank shall have been paid or discharged in full the Chargor(s) will not by paying off any sum recoverable hereunder or by any other means or on any other ground claim any set off or counterclaim against the Customer(s) in respect of any liability from the Chargor(s) to the Customer(s) or claim or prove in competition with the Bank in respect of any payment by the Chargor(s) hereunder or be entitled to claim or have the benefit of any set off counterclaim or proof against or dividend composition or payment by the Customer(s) or his/her estate(s) or the benefit of any other security which the Bank may now or hereafter hold for any money or liabilities due or incurred by the Customer(s) to it or to have any share therein.

All payments
received to
be payments
in gross.

39. All moneys received by the Bank from any person or estate capable of being applied in reduction of the moneys hereby secured shall be regarded for all purposes as payments in gross and if a receiving order shall be made against any person liable to the Bank or an order be made or an effective resolution be passed for the winding up of any company liable to the Bank the Bank may prove for the whole of the moneys then owing and no money received under such proof shall be considered as received in respect of this security but the full amount owing shall be payable until the Bank has received from all sources one hundred cents in the dollar and if the amount ultimately received by the Bank exceeds the amount of the ultimate balance owing to the Bank the excess only over such ultimate balance shall be repaid to the person or party on whose account the same shall have been received by the Bank.

10

Chargor(s)
as principal
debtor(s).

40. Although as between the Customer(s) and the Chargor(s) the Chargor(s) is/are a surety or sureties only for the Customer(s) yet as between the Chargor(s) and the Bank the Chargor(s) shall be a principal debtor(s) and the Said Land shall be the principal security for the moneys due under this Charge and accordingly the Chargor(s) and the Said Land and every part thereof shall not be released at any time by any indulgence given to the Customer(s) or by any act matter or thing whereby the Chargor(s) as a surety or sureties only or the Said Land and any part thereof might have been released and discharged.

20

Unincorporated
body

41. In amplification and not in derogation of any other provision contained in this Charge (and in particular Clause 37 hereof) it is expressly agreed that notwithstanding that the Customer(s) is/are a committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf this security shall be valid and have effect as though the Chargor(s) were principal debtor(s).

Constructions
where Custo-
mer(s) not an
individual
person.

42. If the name of the Customer(s) hereinbefore inserted is that either of a firm or of a limited company or other corporation or of any committee or association or other unincorporated body any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual customer or person only shall be construed and take effect so as to give the Bank hereunder a security for the moneys owing from that firm and every member thereof or from the limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the moneys owing from a single individual if the Customer(s) had been a single individual and any money shall be deemed to be so owing notwithstanding any defect informality and/or insufficiency in the borrowing powers of the Customer(s) or in the exercise thereof which might be a defence as between the Customer(s) and the Bank. In the case of a firm this security shall be deemed to be a continuing security for and of all moneys owing on any such account as hereinbefore mentioned from the persons or person carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death retirement or admission of partners or other causes the constitution of the firm may have been in part or wholly varied. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be reference to liquidation or other analogous proceedings and the moneys owing as aforesaid and hereby secured shall be deemed to include any money owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

30

Definitions.

43. In this Charge unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (1) words importing the masculine gender include the feminine and neuter genders;
- (2) words applicable to natural persons include any body of persons firm or partnership corporate or unincorporate;
- (3) words in the singular include the plural and words in the plural include the singular;
- (4) where there are two (2) or more persons or parties included or comprised in the expression the "Chargor(s)" agreements covenants terms stipulations and undertakings expressed to be made by and on the part of the Chargor(s) shall be deemed to be made by or binding upon such persons or parties jointly and severally.

50

D 21
Charge
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

1. overdraft already granted in excess of \$80,000-00 secured by previous charges and
2. all accrued and future interests.

10

D 21
Charge
Tara Rajaratnam
to Chung Khiaw
Bank Ltd.
10th March 1975
(Cont'd)

SIGNED by the abovesigned
CHARGOR(S) in the presence
of: -

Large

Chapman
Advocate & Solicitor

20

SIGNED for and on behalf of
the abovenamed BANK by
its Attorney in the presence of:—

For CHUNG KHIAW BANK LIMITED
by its Attorney
for CHUNG KHIAW BANK LTD.
KUALA BELANG

Charles
Advocate & Solicitor

by its Attorney
for CHUNG KHAIAW BANK LTD.
KULAI BRANCH
BY ITS ATTORNEY

P 104

A RECEIPT WRITTEN
BY MR. ANANDAN

Res: Kulai 339

Office: J.B. 2120

&

J.B. 3425

K. V. Devan.

681, Kulai Besar, Kulai, Johore.

P 104

A receipt
written by
Mr. Anandan
28th May 1975

Received from M. P. Anandan
of Rengam Estate, Rengam.
Johore the Sum of Dollars
Forty Thousand only (\$40,000/-)
being Temporary Loan

K.V. Devan

Kulai
28th May 1975

A/C 146

IN ACCOUNT WITH

Mr. K.V. Devan,
681, Kulai Besar,
Kulai.

P 53
BANK STATEMENT
K.V. DEVAN

華僑銀行
CHUNG KHIAW BANK LIMITED



下列出入及結餘賬，若有不符，請於七天內來函指出，否則即作正確（如更改地址請通知本行）。
THE DEBTS AND CREDITS SHOWN BELOW WILL BE CONSIDERED CORRECT UNLESS THE BANK IS ADVISED OF ANY DISCREPANCY WITHIN SEVEN DAYS (PLEASE ADVISE US IN ANY CHANGE IN YOUR ADDRESS)

日期 DATE	支票號碼 摘要 CHEQUE NO. & PARTICULARS	支出 DEBIT	收入 CREDIT	結餘額 BALANCE
-1 JUL 75	BAL			91,127.62 00
-9 JUL 75	CSH BY JB. OC.		91,909.75	782.13

P 53
Bank Statement
K.V. Devan
9th July 1975

254
Commission

4691910



ABBREVIATIONS

ADVISE	通知	CO	CHEQUE	支票	CC	OUTPORT CHEQUE	外埠支票
CASH	現款	TR	TRANSFER	轉帳	PC	PROCEEDS	收入
CREDIT AS ADVISED	付款通知	CD	CHEQUE BOOK	支票簿	CD	COMMISSION	佣金
CREDIT AS ADVISED	收帳通知	CM	CREDIT MEMO	支票存入	MT	MAIL TRANSFER	郵匯轉帳
RETURNED CHEQUE	退回支票	TC	TELEGRAPHIC TRANSFER	電匯	DT	DEMAND DRAFT	即付憑票
INTEREST	利息	TT	TELEGRAPHIC TRANSFER	電匯轉帳	MG	MISCELLANEOUS	雜項帳
SERVICE CHARGE	手續費	PS	POSTAGE/STAMP	郵費			

本欄數字為結餘額
紅色數字則為結欠

LAST AMOUNT IN THIS
COLUMN IS YOUR BALANCE
ACCORDING TO OUR BOOK.
OVERDRAFT BALANCES ARE
SHOWN IN RED.

CONFIRMATION BY TARA RAJARATNAM

C O N F I R M A T I O N

With reference to the transfer of the land comprised in Certificate of Title No. 13817 for Lot No. 6025 containing an area of 5 acres 0 rood 00 poles or thereabouts situated in the Mukim of Senai-Kulai, District of Johore Bahru, State of Johore, executed by me in favour of PAKRISAMY SUPPIAH of No. 33, Jalan Keruing, Kebun Teh Park, Johore Bahru, I, TARA RAJARATNAM (f) (NRIC. No. 2317344) of No. 76, Main Road, Kulai, Johore, do hereby declare and confirm that the building known as KLBSK 681, Kulai Besar, Kulai, Johore, standing on the aforesaid piece of land is also included in the said transaction.

Dated this 5th day of July, 1975.

SIGNED by the above-)
named TARA RAJARATNAM (f) in) *Tara.*
the presence of:-)

Gajindan Singh
ADVOCATE & SOLICITOR.
STATES OF MALAYA.

P 56
Confirmation
by Tara
Rajaratnam
5th July
1975

10

03295

TRANSFER, TARA RAJARATNAM TO P. SUPPIAH

CERTIFIED COPY

NO: 31/76

NATIONAL LAND CODE
FORM 14A
(Section 215, 217, 218)

TRANSFER OF LAND, SHARE OR LEASE

P 57

Transfer -
Tara Rajaratnam to
P. Suppiah
5th July 1975

Stamp fees - 13,400.00

FOR REGISTRY USE

10 Memorial of registration made in File of:-
the register Document of Title scheduled Transfer
below, with effect from 10h. 03m. on the Volume..... **612**
22nd day of July, 1975. Folio **7**
Presentation No: 4540/75
Sd. (illegible)
(L.S.)

I, TARA RAJARATNAM (f) (NRIC No. 2317344) of No. 76, Main Road, Kulai, Johore, proprietor of the land described in the schedule below:

IN CONSIDERATION of the sum of Dollars Two Hundred and Twenty thousand (1220,000.00) only the receipt of which sum I hereby acknowledge;

20 Hereby transfer to the transferee named below, all such title or interest is vested in me.

Dated this 5th day of July, 1975.

Sd. (Tara)

30 Transfer received on 7th July 1975
Referred for valuation on 8th July 1975
The value **received** from Director of
Valuation District, Johore Bahru on 21st
July 1975 valued at 1220,000.00

Assessment under Section 36
I assessed tax in the sum of
\$3,400.00 under order **32(a)**
First Schedule (Stamp Duty
(Special Division) (Malaysia)
Act, 1967.

Sd. (illegible)
Deputy Collector of Inland Revenue,
Johore Bahru.

Sd. (illegible)
Deputy Collector of Inland Revenue,
Johore Bahru.

Date: 21st July, 1975.

Issued under the provision of Section 383(1)
of the National Land Code and certified
as true copy.

Sd. (L.S.)

Certified true translation (wherever in
the National Language) of Page 57
Exhibit P57 in Volume 2 in the Federal
Court Civil Appeal Nos. 215 and 216 of 1982.

I, Jagindar Singh an Advocate and Solicitor of the High Court in Malaya practising in the State of Johor hereby testify that the above signature was written in my presence this 5th day of July, 1975, and is according to my own personal knowledge, the true signature of TARA RAJARATNAM (f) who has acknowledged to me:

P 57
Transfer -
Tara
Rajaratnam
to
P. Suppiah
5th July
1975 (Cont'd)

(i) that she is of full age.

(ii) that she has voluntarily executed this instrument, and

(iii) that she understands the contents and effect thereof.

As witness my hand this 5th day of July, 1975.

t.t. (Jagindar Singh)
Advocate & Solicitor
States of Malaya

I, PAKRISAMY SUPPIAH (NRIC. No. 5371071) of No. 33, Jalan Keruing, Kebun Teh, Park, Johor Bahru, except this transfer.

t.t. (illegible)

I, Jagindar Singh an Advocate and Solicitor of the High Court in Malaya practising in the State of Johor hereby testify that the above signature was written in my presence this 5th day of July, 1975, and is according to my own personal knowledge, the true signature of PAKRISAMY SUPPIAH who has acknowledged to me

(i) that xxx he is of full age,

(ii) that he has voluntarily executed this instrument, and

(iii) that he understands the contents and effect thereof.

As witness my hand this 5th day of July, 1975.

t.t. (Jagindar Singh)
Advocate & Solicitor
State of Malaya.

SCHEDULE OF LAND AND INTEREST

Mukim	Lot No.	Description and No. of Title	Share of Land (if any)	Registered No. of lease/sub-lease (if any)	Registered No. of Charge (if any)
Senai-Kulai	6025	C.T. 13817 5A. OR. 00P.	whole	nil	nil

Prepared by:
(Chee Seok Keng)



Compared by:
(Ismail bin Ibrahim)

D 4

COPY OF DISCHARGE OF CHARGE
BY CHUNG KHIAW BANK LTD.

NATIONAL LAND CODE

FORM 16 N

(Section 278)

DISCHARGE OF CHARGE

D 4

Copy of Discharge
of Charge by
Chung Khiaw Bank
Ltd.

5th July 1975

<p>Stamp #10/- 8-7-75</p> <p>03714</p>	
<p>FOR REGISTRY USE</p>	
<p>Memorial of registration made in the register Document of Title schedule below, with effect from ..50..h 10...m on the ..22nd...day ofJuly....., 1975.</p> <p>(L.S.) (ad-) Illegible</p>	<p>File of -D./Chang..... Volume ..12th..... Folio12th..... Presentation No.- ..4537/95.....</p>

D 4
Copy of
Discharge of
Charge by
Chung Khiaw
Bank Ltd.
5th July
1975 (Cont'd)

We, CHUNG KHIAW BANK LIMITED, a Company incorporated
in the Republic of Singapore and having our registered office
at No. 59, Robinson Road, Singapore-1, and a place of business
at No. 4, Kulai Besar, Kulai, Johore, Chargees under the
Charge described in the schedule below of the land so described;

Hereby discharge from all further liability under the
charge the whole of the land.

Dated this 5th day of July, 1975.

SIGNED by CHUNG KHIAW
BANK LIMITED by its Attorney
TAN BAN KIM acting under a
Power of Attorney (Registered
No. 116/71 in the Registry,
High Court, Penang) deposited
with the Land Office, Johore
Bahru vide Bil 498/74 Jil 64-
Vol. 119 in the presence of:-

for Chung Khiaw Bank Ltd.
Kulai Branch
(sd) Tan Ban Kim
By its Attorney

10

(sd) Identified by:-

(sd) Yeow Hong Chong

ADVOCATE & SOLICITOR
STATES OF MALAYA

20

I, YEOW HONG CHONG an Advocate and Solicitor of the
High Court in Malaya, practising in the State of Johore, hereby
testify that the above signature was written in my presence
this 5th day of July, 1975, and is

(a) according to my own personal knowledge

~~(b) according to information given to me by the
following trustworthy and reliable person,~~

(sd) ~~namely~~

which

~~information I verily believe, the true signature of TAN BAN
KIM the duly appointed attorney of the Chung Khiaw Bank
Limited, Kulai Besar, Kulai, Johore, who has acknowledged to
me~~

30

(1) that he is of full age,

(11) that he has voluntarily executed this instrument,

and (iii) that he understands the contents and effect thereof.

As witness my hand this 5th day of July, 1975.

(Sd) *Yuan Hong Sang*

.....
ADVOCATE & SOLICITOR,
STATES OF MALAYA.

D 4
Copy of
Discharge of
Charge by
Chung Khiaw
Bank Ltd.
5th July
1975 (Cont'd)

Where the address of the person claiming under this instrument is outside the Federation, an address within the Federation for the service of notice is to be added in this space.

SCHEDULE OF LAND

Mumim	Lot No.	Description and No. of Title	Registered No. of lease sub-lease (if any)	Registered No. of charge (if any)	Note of Discharge (where appropriate)
Senai-Kulai (34)	6025	Certificate of Title No. 13817	Nil	Pres. No. 4686/67 Vol. 127 Vol. 89	Whole of the land (24)

(One title only)

(24)

(24)

COPY OF DISCHARGE OF CHARGE
BY CHUNG KHIAW BANK LTD.

NATIONAL LAND CODE

FORM 16 N

(Section 278)

DISCHARGE OF CHARGE

D 3
Copy of Discharge
of Charge by
Chung Khiaw Bank
Ltd.
1975

<p>#10/2 8-7-75 03713</p>	
<p>FOR REGISTRY USE</p>	
<p>Memorial of registration made in the register Document of Title schedule below, with effect from ...10...h...01...m on the ...22nd... day ofJuly....., 1975.</p> <p>(L.S.) (sd-) Illegible</p>	<p>File of -Discharge.... Volume ..120.... Folio15..... Presentation No:- ...4538/15.....</p>

D 3
Copy of
Discharge of
Charge by
Chung Khiaw
Bank Ltd.
5th July
1975 (Cont'd)

We, CHUNG KHIAW BANK LIMITED, a Company incorporated
in the Republic of Singapore and having our registered office
at No. 59, Robinson Road, Singapore-1, and a place of business
at No. 4, Kulai Besar, Kulai, Johore, Chargees under the
Charge described in the schedule below of the land so described;

Hereby discharge from all further liability under the
charge the whole of the land.

Dated this 5th day of July, 1975.

SIGNED by CHUNG KHIAW
BANK LIMITED by its Attorney
TAN BAN KIM acting under a
Power of Attorney (Registered
No. 116/71 in the Registry,
High Court, Penang) deposited
with the Land Office, Johore
Bahru vide Ril 498/74 Jil 64
Fol 119 in the presence of:-

(sd) Tan Ban Kim

(sd) Identified by:-

(sd) Yeow Hong Chong

ADVOCATE & SOLICITOR,
STATE OF MALAYA.

I, YEOW HONG CHONG, an Advocate and Solicitor of the
High Court in Malaya, practising in the State of Johore, hereby
testify that the above signature was written in my presence
this 5th day of July, 1975 and is

(a) according to my own personal knowledge

~~(b) according to information given to me by the
following trustworthy and reliable person,~~

namely:-

which

~~information I verily believe, the true signature of TAN BAN
KIM the duly appointed attorney of the Chung Khiaw Bank Limited,~~
Kulai Besar, Kulai, Johore, who has acknowledged to me

(i) that he is of full age,

(ii) that he has voluntarily executed this instrument,

and (111) that he understands the contents and effect thereof.

As witness my hand this 5th day of July, 1975.

(sd) *Yew Hong Chong*

.....
ADVOCATE & SOLICITOR,
STATES OF MALAYA.

D 3
Copy of
Discharge of
Charge by
Chung Khiaw
Bank Ltd.
5th July
1975 (Cont'd)

Where the address of the person claiming under this instrument is outside the Federation, an address within the Federation for the service of notice is to be added in this space.

SCHEDULE OF LAND

Mukim	Lot No.	Description and No. of Title	Registered No. of lease sub-lease (if any)	Registered No. of charge (if any)	Note of Discharge (where appropriate)
Senai-Kulai (sd)	6025	Certificate of Title No. 13817	Nil	Pres. No. 7531/72 Vol. 170 Pol. 97	Whole of the land

(sd) (One title only)

(sd)

(sd)

COPY OF DISCHARGE OF CHARGE
BY CHUNG KHIAW BANK LTD.

NATIONAL LAND CODE

FORM 16 N

(Section 278)

DISCHARGE OF CHARGE

D 2

Copy of Discharge
of Charge by
Chung Khiaw Bank
Ltd.

5th July 1975

<p><i>Stamp #10/</i> <i>8-7-75</i> <i>03712</i></p>	
FOR REGISTRY USE	
<p>Memorial of registration made in the register Document of Title schedule below, with effect from ...<i>10</i>..h..<i>00</i>..m on the <i>22nd</i>..day of<i>July</i>....., 1975.</p> <p>(L.S.) (Sd) <i>Illegible</i></p>	<p>File of - ...<i>10/charge</i>..... Volume<i>120</i>..... Folio<i>16</i>..... Presentation No.:-<i>4539/75</i>.....</p>

D 2

Copy of Discharge
of Charge by
Chung Khiaw
Bank Ltd.
5th July
1975
(Cont'd)

We, CHUNG KHIAW BANK LIMITED, a Company incorporated
in the Republic of Singapore and having our registered office
at No. 59, Robinson Road, Singapore-1, and a place of business
at No. 4, Kulai Besar, Kulai, Johore, Chargees under the
Charge described in the schedule below of the land so described;

Hereby discharge from all further liability under the
charge the whole of the land.

Dated this 5th day of July, 1975.

SIGNED by CHUNG KHIAW
BANK LIMITED by its Attorney
TAN BAN KIM acting under a
Power of Attorney (Registered
No. 116/71 in the Registry,
High Court, Penang) deposited
with the Land Office, Johore
Bahru vide Bil 498/74 Jil 64
Fol. 119 in the presence of:-

for Chung Khiaw Bank Ltd.
Kulai Branch

(at) Tan Ban Kim

By its Attorney

~~Identified by:-~~

(at) Yeow Hong Chong

ADVOCATE & SOLICITOR
STATES OF MALAYA

I, YEOW HONG CHONG an Advocate and Solicitor of the
High Court in Malaya, practising in the State of Johore, hereby
testify that the above signature was written in my presence
this 5th day of July, 1975, and is

(a) according to my own personal knowledge

~~(b) according to information given to me by the~~

~~following trustworthy and reliable person,~~

~~namely~~

~~which~~

~~information-I verily believe, the true signature of TAN BAN
KIM the duly appointed attorney of the Chung Khiaw Bank Limited,
Kulai Besar, Kulai, Johore, who has acknowledged to me~~

(1) that he is of full age,

(ii) that he has voluntarily executed this instrument.

10

20

30

779

D 2
Copy of Discharge
of Charge by
Chung Khiaw Bank
Ltd.
5th July 1975
(Cont'd)

and (iii) that he understands the contents and effect thereof.

As witness my hand this 5th day of July, 1975.

(sd) *Efeng Hong Long*

.....
ATTORNEY & SOLICITOR,
STATES OF MALAYA.

Where the address of the person claiming under this instrument is outside the Federation, an address within the Federation for the service of notice is to be added in this space.					
SCHEDULE OF LAND					
Mukim	Lot No.	Description and No. of Title	Registered No. of lease sub-lease (if any)	Registered No. of charge (if any)	Note of Discharge (where appropriate)
Senai-Kulai	6025 ✓	Certificate of Title No. 13817	Nil	Pres. No. 3060/67 Vol. 126 Fol. 72	Whole of the land
(One title only)					

P 77
VALUATION REPORT OF
MOHD. KEPOL

REPORT AND VALUATION
ON

LOT 6025

MUKIM OF SENAI KULAI

DISTRICT OF JOHOR BAHRU

(as dated on 5.7.1975)

by:

MOHD KEPOL BIN BIDIN
Auctioneer and Appraiser
(First Class)

associate partner

ZAINAL ABIDIN BIN HJ SARAJUDIN
ASSC. MBDA. TAM.

(First class appraiser and achitect)

Office:

302, Bangunan Kerjasama,
Jalan Dhoby,
P.O. Box 174.
Johor Bahru.

P 77
Valuation
Report of
Mohd. Kepol
5th July 1975

ii. Ande.....
v.16/75.
iii. Saye.....

7th July 1975.

P 77
Valuation Report
of Mohd. Kepol
5th July 1975
(Cont'd)

REPORT AND VALUATION
LOT 6025 MUKIM OF SENAI KULAI
DISTRICT OF JOHOR BAHRU.
=====

TERM OF
REFERENCE:

To assess the present market value of
Lot 6025, Mukim of Senai Kulai in the
District of Johor Bahru.

10 DATE OF
VALUATION :

July, 5th 1975.

PARTICULAR
OF TITLE:

The land is a free hold held under
Certified Title No.13917 bearing the
registered owner in the name of ~~Mdm.~~
Tara Rajabatnam.

20 The land is within the Mukim of Senai
Kulai in the District of Johor Bahru,
without any encumbrances or restrictions
other than that as stated within the
expression laid by the Collector of
Land Revenue.

The Land area is 5a 0r 00pole.
Annual quit rent is at \$ 100 per annum.

SITUATION:

30 The land is situated at the 19th mile
stone of the Johor Bahru to Kulai
trunk road.

It is approximately one mile from Kulai
town and is within the limit of Kulai
Local Council rezoning area.

Anda.....

Saya... V.16/75

Hb

Valuation on lot 6025 (con't)

P 77
Valuation Report
of Mohd. Kepol
5th July 1975
(Cont'd)

2.

DESCRIPTION:

The site is rectangular in shape with a frontage to the trunk road. It tends to be slightly sloping downward towards the northern boundary where the railway line passes.

The whole area of the land have been planted with fruit trees.

10

A brick house have been constructed in 1966 covering the floor area of 3,100 sq. feet, consisting of 4 rooms, a study room, sitting - dining room, kitchen and 2 servant rooms with two car garage. The house have been made fit for occupation and every reasonable effort been made to upkeep the building in condition and satisfaction.

20

The assessment duty imposed for the building is at \$ 84.00 per annum.

SURROUNDING DEVELOPMENT:

This part of locality lies within the expansion of the urbanisation scheme laid by the State Government to make Kulai into a full district. Thus rezoning area have been set up and the Kulai town have been expanding ever since. Many lots within the area have been re developed into commercial and residential area and potential for this area in becoming a new town is very great.

30

Anda.....

Saya.....Y.16/75

110.

Valuation on Lot 6025 (con't)

P 77
Valuation Report
of Mohd. Kepol
5th July 1975
(Cont'd)

3.

All type of amonities and services such as
water, electricity, transportation, telecommunication
are within reach along the trunk road.

CONSIDERATION
OF VALUE:

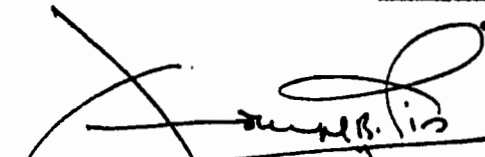
The present value of the land and the projected
market value of the property are determined .
by the comparative approach. Sales transaction ,
prior to developmont potentials, were transected
at the variable range between \$4.00 to \$5.00
p.s.f. The variation being dependant on the
location, terrain and the site area.

OPINION OF
VALUE:

Considering the above factors I conclude that
the present market value of the land approximately
5a.0r.00p. (217,800 sq.ft) at

\$4.50 p.s.f.	...	980.100
The building at.	...	126.000

\$1,106.100


MOHD. KEPOL BIN BIDIN
First Class Appraiser & Auctioneer.
State of Johore.

7th July, 1975.

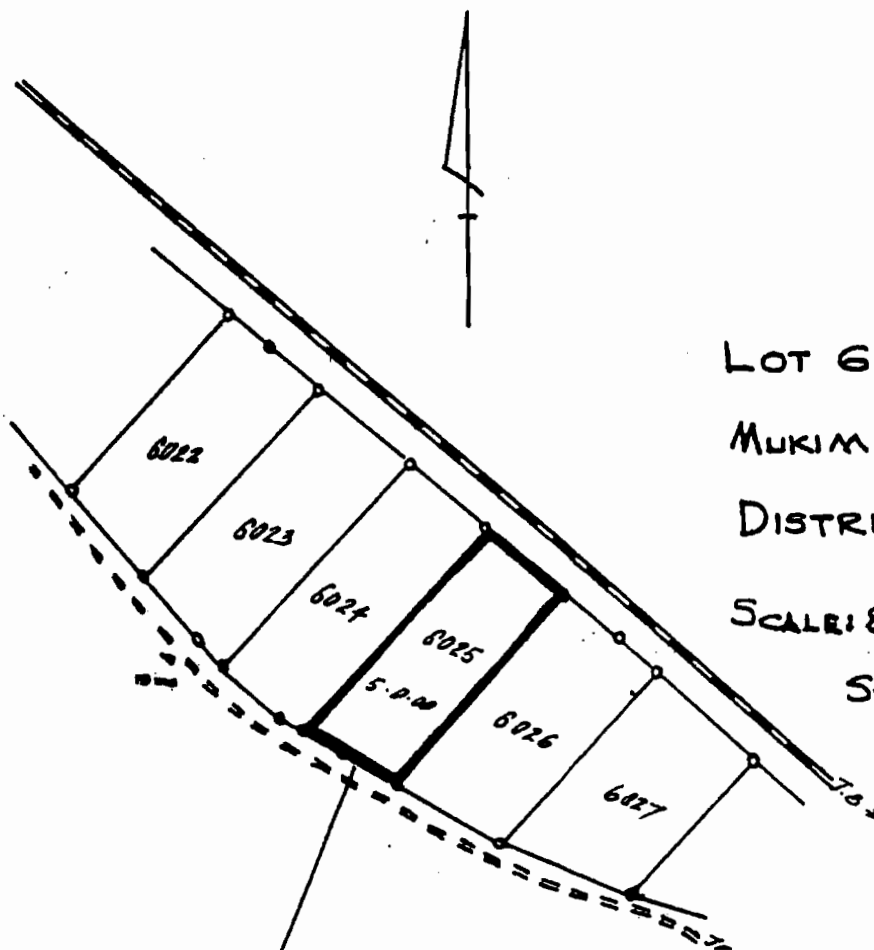
W. Ande.....

W. Syya.....

V 16/75

P 77

Valuation Report
of Mohd. Kepol
5th July 1975
(Cont'd)



LOT 6025

MUKIM OF SENAI KULAI

DISTRICT OF JOHOR BARU

SCALE: 8 CHAINS TO AN INCH

Std. Sheet 59 C 1 :

KEY PLAN





Yeow and Chin

Advocates & Solicitors
Pegum2 Bela Dan Pegum2 Chara
No. 16-B, Jalan Station, Johore Bahru.
Tel: 5566 and 5588

No 7712

(P59A)

Date: 8-7-1975

茲收到 K.V. Devan
Received from:

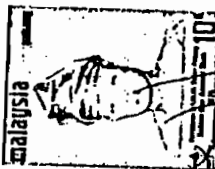
來銀
the sum of Dollars: Ninety only

係還 costs and disbursements
Being Payment

0869/72

\$ 90-00

Cash/Cheque



[Signature]

Clients A/C

YEOW & CHIN TO K.V. DEVAN

RECEIPT

P 59A

P 59A
Receipt
Yeow & Chin
to K.V.
Devan

D 20

REQUISITION FOR STOCKS/SHARES
K.V. DEVAN

To : CHUNG KHIAW BANK NOMINEES (M) SDN. BHD.

Date: 21-7-75

D 20

Requisition
for stocks/
shares
K.V. Devan
21st July
1975

From: **Kuala** Branch

SUBJECT: REQUISITION FOR STOCKS/SHARES

Name of Customer **Mr. K.V. Devan** Authorised Limit **\$30,000/-** Nature of Security **Shares**
Account No. **C/A 146**
C/A Balance as at **19-7-1975** **\$782-13** *Dr./Cr. **\$30,000/-**

No. of Units

1,000
1,000
1,000
1,000
1,000

Counter
~~Malayan Banking Bhd~~
~~Malayan Banking Bhd~~
~~Malayan Banking Bhd~~
Rountead
Central Securities
Genting Highlands
Malayan Banking Bhd
Sime Darby Holdings

Reasons For Withdrawal

OD fully repaid.
AA duly cancelled.

Singapore
~~Malayan Banking Bhd~~

6,750
2,000

Raw Par Bros Int Ltd
National Industries

Please release the above-mentioned stocks/shares with relative blank transfers to* us for our transmission to the customer.

* and request them to remit the sale proceeds of \$ _____ less their charges to us.

After the above release, the value of the remaining stocks/shares pledged to us at _____ %
is \$ _____

Authorised By: (1) Name **Mr. Peter Tan Ban Kim**

Signature

(2) Name **Mr. Kuok Hooi Tong**

Signature

* Delete if not applicable

For M.C.O. & Nominees Use Only

Approved by Credit Dept.: Name **V. F. YAP**

Signature

Date **24/7/75**

Released by Nominees:

Name **JK TAN**

Signature

Date **25/7/75**

Nom: R 1 $\frac{3}{4}$

NOMINEES ADVICE

D 20
Requisition for
stocks/shares From:
K.V. Devan
21st July
1975
(Cont'd)

CHUNG KHIAW BANK NOMINEES (M) SDN. BHD.

Date: 21-7-75

Kulai Branch

SUBJECT: REQUISITION FOR STOCKS/SHARES

Name of Customer **Mr. K.V. Devan** Authorised Limit **\$30,000/-** Nature of Security **Shares**
Account No. **G/A 146**
C/A Balance as at **19-7-1975** **\$782-13** *B/L/*Cr. **\$30,000/-**

No. of Units	Counter	Reasons For Withdrawal
1,000	Malayan Banking Bhd	OD fully repaid.
1,000	Boonstead	AA duly cancelled.
1,000	Central Securities	
1,000	Genting Highlands	
1,000	Malayan Banking Bhd	
1,000	Sime Darby Holdings	
	Singapore	
6,750	Raw Par Bros Int Ltd	
2,000	National Industries	

Please release the above-mentioned stocks/shares with relative blank transfers to* us for our transmission to the customer.

* and request them to remit the sale proceeds of \$ _____ less their charges to us. 20

After the above release, the value of the remaining stocks/shares pledged to us at _____ %
is \$ _____

Authorised By: (1) Name **Mr. Peter Tan Ben Kim**

Signature

(2) Name **Mr. Kuok Hooi Tong**

Signature

* Delete if not applicable

For M.C.O. & Nominees Use Only

Approved by Credit Dept.: Name **Y.F. YAP**

Signature

Date

24/7/75

Released by Nominees:

Name

J.K. TAN

Signature

Date

25/7/75

Nom: R I 4

BRANCH COPY

788

KAWASAN MAJLIS BANDARAN.....

NOTIS MENGENAI PINDAHMILEK BAGI TANAHMILEK YANG BERCHUKAI

Kepada Yang di-Pertua,

Majlis Bandaran

KULAI

Park, Johore Bahru.

Saya, **Pakrisany Suppiah**yang beralamat di **No. 35, Jalan Keruing, Kebun Teh** / dengan ini memberi notis seperti yang terdapat di bawah.

Seksyen 57 dalam Undang Town Board, 1932 mengenai pindahmylek yang berikut:

Suratpunya mengenai Tanahmylek	Keterangan dan kedudukan Tanahmylek	Nama Pemindahmylek	Nama Penerima Pindahmylek	Nombor atau Simbol Surat Perjanjian	Tarikh penandatanganan Surat Perjanjian
C/T No. 13817 Lot No. 6025	KLBSK 681, Kulai Besar, Kulai, Johore	Tara Rajaratnam (f)	Pakrisany Suppiah	Transfer dated 5th July, 1975	

RECORD OF TRANSFER
TARA RAJARATNAM TO
P. SUPPIAH

P 61A

Bertarikh pada **26th** hari bulan **July**, **1975**.

(Tandatangan)

P 61A
Record of
Transfer
Tara
Rajaratnam
to
P. Suppiah
26th July
1975

Transfer received on 4th Aug. 1975
Referred for valuation on 5th Aug. 1975 .
The value received from Director of
Valuation District, Johore Bahru on
9 Aug. 1975 valued at \$220,000.00

Sd. (illegible)

Deputy Collector of Inland Revenue,
Johore Bahru.

Assessment under Section 36
I assessed tax in the sum of
\$3,400.00 under order 32(a)
First Schedule Stamp Duty
(Special Division)(Malaysia)
Act, 1967.

Sd. (illegible)

Deputy Collector of Inland Revenue
Johore Bahru.

Date: 9th August, 1975

Issued under the provision of Section 383(1)
of the National Land Code and certified as
true copy.

Sd. (L.S.)

P 62 TRANSFER FROM P. SUPPIAH TO A. CHANDRAN

Nil: 3/75

SALINAN SAH

NATIONAL LAND CODE

FORM 14 A

(Section 215, 217, 218)

TRANSFER OF LAND, SHARE OR LEASE

P 62

Transfer
from

P. Suppiah
to

A. Chandra

31st July
1975

Stamp Fees - \$3,400.00

FOR REGISTRY USE

Memorial of registration made in
the register Document of title scheduled
below, with effect from 9h. 40m. on the
10th day of August, 1975.

File No:-

P. Milek

Volume

614

Folio

21

Presentation No: 4983/75

t.t. (Manserah)
(L.S)

I, PAKRISAMY SUPPIAH (NRIC. No. 5571071) of No. 33, Jalan Keruing, Kebun Teh
Park, Johor Bahru, proprietor of the land described in the schedule below:

IN CONSIDERATION of the sum of Dollars Two hundred and Twenty thousand
(\$220,000.00) only the receipt of which sum I hereby acknowledge;

Hereby transfer to the transferee named below, all such title or interest as
is vested in me.

Dated this 31st day of July, 1975.

t.t. (illegible)

Pindah milek di-terima pada 4hb Aug. 1975
Di-rojok untuk nilaian pada 5hb Aug. 1975
Nilai di-terima pada daripada Pengarah
Penilaian Kawasan, Johor Bahru pada 9 Aug, 1975
dengan nilaian sebanyak \$220,000.00.

t.t. (illegible)
Timb. Pemungut Chukai Setem,
Johor Bahru

Taksiran dibawah Seksyen 36
Saya taksirkan chukai sebanyak
\$3,400.00 dibawah bilangan
32(a) Jadual Pertama Chukai
Setem (Peruntukan Khas) (Malaysia)
Act, 1967.

t.t. (illegible)
Timb. Pemungut Chukai Setem,
Johor Bahru

Tarikh: 9hb August, 1975.

Issued under the provision of Section 383(1)
of the National Land Code and certified as
true copy.

(Signature)

For translation see page 789A.

I, JAGINDAR SINGH an Advocate and Solicitor of the High Court in Malaya practising in the State of Johore hereby testify that the above signature was written in my presence this 31st day of July, 1975, and is according to my own personal knowledge the true signature of PAKRISAMY SUPPIAH who has acknowledged to me

- (i) that he is of full age,
- (ii) that he has voluntarily executed this instrument, and
- (iii) that he understands the contents and effect thereof.

10 As witness my hand this 31st day of July, 1975.

t.t. (Jaginder Singh)
Advocate & Solicitor
(States of Malaya)

I, ARUL CHANDRAN (NRIC. No. 4205933) care of No. 2-D, Jalan Ah Fook, Johor Bahru, accept this transfer.

t.t. (Arul Chandran)

20 I, JAGINDAR SINGH an Advocate and Solicitor of the High Court in Malaya practising in the State of Johore hereby testify that the above signature was written in presence this 31st day of July, 1975, and is according to my own personal knowledge, the true signature of ARUL CHANDRAN who has acknowledged to me;

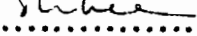
- (i) that he is of full age;
- (ii) that he has voluntarily executed this instrument, and
- (iii) that he understands the contents and effect thereof.

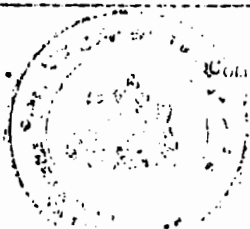
As witness my hand this 31st day of July, 1975.


t.t. (Jaginder Singh)
Advocate & Solicitor
States of Malaya.

SCHEDULE OF LAND AND INTEREST

30 Mukim	Lot No.	Description and No. of Title	Share of land (if any)	Registered No. of lease/sub-lease (if any)	Registered No. of charge (if any)
Senai-Kulai	6025	C.T. 13817 5A. OR. OOP.	whole	nil	nil

Prepared by: 
(Chee Sook Keng)



Witnessed by: 
(Ismail bin Ibrahim)

P 62
Transfer fr
P. Suppiah
to
A. Chandran
31st July
1975
(Cont'd)

LETTER, INLAND REVENUE,
TO TARA RAJARATNAM

Tal. JB.2154-5

JB/R/235

Bil. Kami: JB/A/61(121D)

Bil. Tuan:

JABATAN HASIL DALAM NEGERI,
BANGUNAN MAJLIS BANDARAN,
(TINGKAT YANG KETIGA),
PETI SURAT POS 719,
JOHOR BAHRU.

31 JUL 1975

Tarikh:

Tuan Tara Rajaratnam
76 Main Rd
Kulai

P 63
 Letter
 Inland
 Revenue to
 Tara
 Rajaratnam

31 July
 1975

PLEASE QUOTE OUR REFERENCE
 KAMI

Tuan/Puan/Tetuan,

Re: Title 13817

Lot 6025

Senai, Kulai

Re: Land Speculation Tax

I forward herewith one copy of Form CST.1/CST.2 for
 your perusal in respect of the above-mentioned.

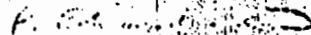
2. Please complete the attached form and return it to
 this office with fourteen (14) days from the date of this
 letter.

Per: Cukai Spekulasi Tanah

Saya kembalikan bersama-sama ini satu salinan Borang
 CST.1/CST.2 untuk tatapan tuan berkenaan dengan perkara tersebut
 diatas.

2. Sila tuan penghkan Borang tersebut dan kembalikan
 kepejabat ini didalam tempoh empat belas (14) hari dari tarikh
 surat ini.

Yang benar,



(P. Chandra Kumar),
 Pmg. Penolong Pengarah Hasil Dalam Negeri,
 Johor Baharu.

BERAJAL JONGA.

BERAJAL D.

UNDANG-UNDANG TOWN BOARD, 1932 (No. 57)

Kawasan Majlis Bandaran

IN KEMERANGAN PINDAHAN KAWASAN TANAHIL KAWASAN BANDAR.

Kepada Yang di Pertua,

Majlis Bandaran Kulai

Saya, Arul Chandran yang beralamat di c/o 2D, Jalan Ah Pook, Johore Bahru dengan ini memberi notis seperti

yang dikehendaki oleh Seksyen 57 Undang-Undang Town Board, 1932 mengenai Pindahmilik yang berikut:

Suratnya mengenai Tanahmilik	Keterangan dan Kedudukan Tanahmilik	Nama Pemindahmilik	Nama Penerima Tanahmilik	Nombor atau simbol surat perjanjian	Tarikh Pendaftaran surat Perjanjian	Peny
C/t. No. 13817 Lot No. 6025	HEK 681, Kulai Besar, Kulai, Johore.	Pakrisany Suppiah	Arul Chandran	Transfer Pres., No. Val. Sol.		

Bertarikh pada 10 Ogos,19

Ditandatangani oleh

(Tandatangan)..... t.t

Arul Chandran
Arul Chandran
Kulai Bahru

P 64
Record of
Transfer
Suppiah to
Arul
10th August
1975

P 64 RECORD OF TRANSFER (SUPPIAH TO ARUL)

08073

P 101

CONFIRMATION BY P. SUPPIAH

C O N F I R M A T I O N

With reference to the transfer of the land comprised in Certificate of Title No. 13817 for Lot No. 6025 containing an area of 5 acres 0 rood 00 poles or thereabouts situated in the Mukim of Senai-Kulai, District of Johore Bahru, State of Johore, executed by me in favour of ARUL CHANDRAN care of No. 2-D, Jalan Ah Fook, Johore Bahru, I, PAKRISAMY SUPPIAH (NRIC. No. 5371071) of No. 33, Jalan Keruing, Kebun Teh Park, Johore Bahru, do hereby declare and confirm that the building know as KLBK 681, Kulai Besar, Kulai, Johore, standing on the aforesaid piece of land is also included in the said transaction.

P 101
Confirmation by
P. Suppiah
31st July
1975

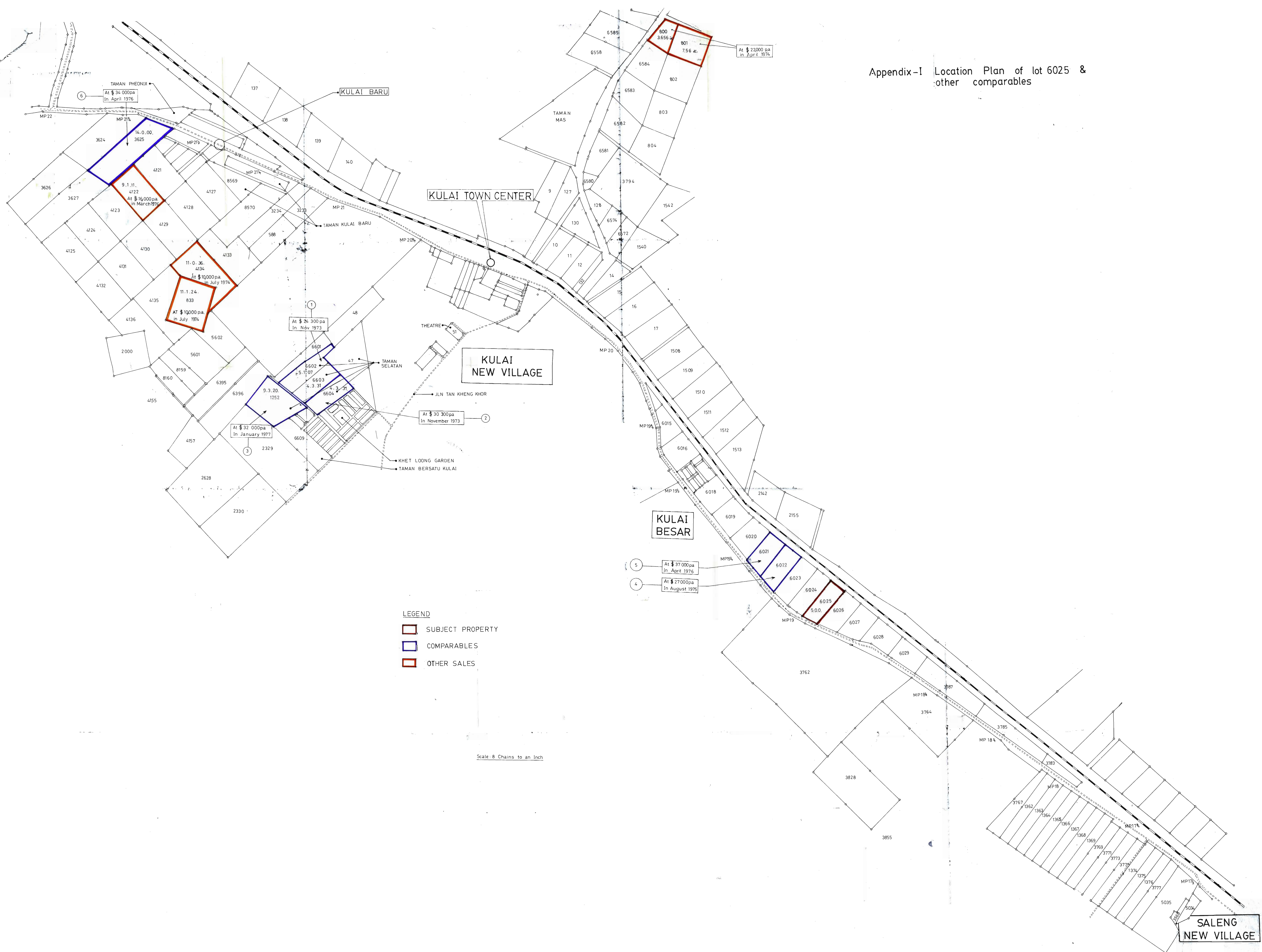
Dated this 31st day of July, 1975.

SIGNED by the above-)
named PAKRISAMY SUPPIAH in
the presence of:-

Jeyender Pruthi
Jeyender Pruthi
OF MALAYSIA

19 that is plan of subject land would
be inserted here

Appendix-I Location Plan of lot 6025 & other comparables



SCHEDULE OF COMPARISONS
MUKIM SENAI-KULAI
=====

1)	Lot No.	Title No. (C.T.)	Area (ac. r. p.)	Consideration	Value per ac.	Date
	6602	15393	5. 1. 07)	\$174,037.50	\$17,000	17 Nov. 1973
	6603	15394	4. 3. 31)	Stamp Duty Valuation @ \$248,800	\$24,300	
			Transfer:	Vide Presentation No. 9742/73, Jilid 563, Fol. 131 From Chan Ting Sing & others to Choy Yet Hang		
2)	6604	15395	4. 3. 31	\$150,000	\$30,300	22 Nov. 1973
			Transfer:	Vide Presentation No. 9943/73, Jilid 564, Fol. 37 From Tai Keng Kwee & another to Choy Yet Hang		

D 19A
Schedule of
Comparisons
Mukim Senai-
Kulai

2.

3)	<u>Lot No.</u>	<u>Title No.</u>	<u>Area (ac. r. p.)</u>	<u>Consideration</u>	<u>Value per ac.</u>	<u>Date</u>
	1252	Gr. 1997	9. 3. 20	\$99,000 (in shares of \$1/-) Stamp Duty Valuation @ \$316,000	\$10,000 \$32,000	5 Jan. 1977
			Transfer:	Vide Presentation No. 129/77, Jilid 707, Fol. 63 From Wong Lim Mah & others to Wong Brothers Development Sdn. Bhd.		
4)	6022	C.T. 13814	5. 0. 12	Love and Affection Stamp Duty Valuation @ \$135,000	- \$27,000	12 Aug. 1975
			Transfer:	Vide Presentation No. 5002/75, Jilid 614, Fol. 30 From Lau Thuan Goh to Lau Pon Lee		

3.

5)	Lot No.	Title No.	Area (ac. r. p.)	Consideration	Value per ac.	Date
	6021	C.T. 13813	5. 0. 04	Love and Affection Stamp Duty Valuation @ \$185,000	- \$37,000	22 April 1976
			Transfer:	Vide Presentation No. 3662/76, Jilid 653, Fol. 30 From Foo Kah to Pak Mok Sen ($\frac{1}{2}$) & Foo Fah ($\frac{1}{2}$)		
6)	3625	C.T. 2903	14. 0. 00	\$119,000 ($\frac{1}{4}$ share)	\$34,000	6 April 1976
			Transfer:	Vide Presentation No. 3057/76, Jilid 650, fol. 15 From Pah Mok Seng @ Ho Mok Sen to Lian Foong Housing Development (M) Sdn. Bhd.		

D 19A
Schedule of
Comparisons
Mukim Senai-
Kulai (Cont'd)

NOTIFICATION OF DISPOSAL OF A CHARGEABLE ASSET BY TARA
RAJARATNAM MALAYSIA (U.S.I. 1)

CUKAI SPEKULASI TANAH/LAND SPECULATION TAX

(Borang ditetapkan di bawah Seksyen 57 Akta Spekulasi Tanah, 1974)
(Form prescribed under Section 57 of the Land Speculation Tax Act, 1974)

Kepada: Ketua Pengarah Hasil Dalam Negeri
To: Director-General of Inland Revenue



D 6

PEMBERITAHU PELUPUSAN ASET YANG BOLEH
DIKENAKAN CUKAI
NOTIFICATION OF DISPOSAL OF CHARGEABLE ASSET

Menurut Seksyen 12 Akta Cukai Spekulasi Tanah, 1974, Saya/Kami: TARA RAJARATNAM
Pursuant to Section 12 of the Land Speculation Tax Act, 1974, I/We

Notification of
Disposal of a
Chargeable Asset
by Tara Rajaratnam
24th September
1975

(Nama dalam Huruf Besar/Name in Block Letters)

adalah dengan ini memberitahu bahawa saya/kami telah pada 30-3-74 bersetuju melupuskan
hereby notify that I/we have on (Tarikh/Date) agreed to dispose

suatu aset yang boleh dikenakan cukai kepada P. SUPPIAH dan saya, kami
of a chargeable asset from (Nama Pemecoleh/Name of Acquirer) and

memberi di bawah ini butir-butir penuh berhubung dengannya.
give below the full particulars thereof:

A. Butir-butir Pelupus*/Particulars of Disposer

Nama/Name	K/Pengenalan No. I/ Card	Alamat/Address
<u>TARA RAJARATNAM</u>	<u>2317344</u>	<u>76, Main Road, Kulai,</u> <u>Johore</u>

Ruj. Fail Cukai Pendapatan / yang diuruskan oleh Pejabat Cawangan
Income Tax File Ref. No. dealt with by Branch Office

* Jika nomini, beri butir-butir penuh prinsipal yang bagi-pihaknya nomini bertindak. Jika seorang perempuan
berkahwin, If nominee, give full particulars of principal on whose behalf nominee is acting. If a married woman,

nyatakan nama dan alamat penuh suami K.V. DEYAN, 76, Main Road, Kulai,
state the full name and address of husband
Johore

B. Butir-butir Pemecoleh*/Particulars of Acquirer

Nama/Name	K/Pengenalan No. I/ Card	Alamat/Address
<u>P. SUPPIAH</u>	<u>5371071</u>	<u>32, Jalan Xeruing,</u> <u>Johore Bahru</u>

* Jika nomini, beri butir-butir penuh prinsipal yang bagi pihaknya nomini bertindak. Jika seorang perempuan
berkahwin, If nominee, give full particulars of principal on whose behalf nominee is acting. If a married woman,

nyatakan nama dan alamat penuh suami /
state the full name and address of husband

C. Butir-butir Pelupusan/Particulars of Disposal

1. Butir-butir Jualan, Pindahmilik Aset: Details of Asset sold/transferred:

(i) Tarikh pemerolehan aset 30-3-74 date of acq.
Date of Acquisition of asset

(ii) Harga pemerolehan (sila lihat catitan 4 dan 5); *Acquisition price (See notes 4 and 5)*

\$

Amaun balasan wang diberi oleh pemunya untuk pemerolehan aset itu
Amount of consideration given by owner for the acquisition of the asset

\$ 220,000

D 6
Notification
of Disposal
of a Chargeable
Asset by Tara
Rajaratnam
24th September
1975 (Cont'd)

Tambah: Kos sampingan mengenai pemerolehan/
Add: incidental costs of acquisition

Tolak: (a) Pampasan yang telah diterima kerana kerosakan atau bencana kepada aset itu atau kerana terbinasa, terhapus, susutan atau risiko susutan
Less: (a) Compensation received for damage or injury to the asset or for destruction, dissipation, or depreciation or risks of depreciation

\$

(b) Jumlah wang yang telah diterima di bawah suatu polisi insuran untuk kerosakan atau bencana, kehilangan, kerosakan atau susutan kepada aset itu
Sums received under a policy of insurance for damage, injury, loss, destruction or depreciation of asset

\$

(c) Apa-apa jumlah yang terlucah sebagai deposit berhubung dengan pindahmilik yang dicadangkan mengenai aset itu
Any sum forfeited as a deposit made in connection with an intended transfer of the asset

\$

(iii) Harga lupusan (sila lihat Catitan 5)
Disposal price (See Note 5)

\$

Amaun balasan yang diterima untuk pelupusan aset itu
Amount of consideration received for the disposal of the asset

\$ 220,000

Tolak: (a) Perbelanjaan yang dilakukan ke atas aset selepas pemerolehan oleh pelupus dalam menaikkan atau mengekalkan nilai aset itu
Less: (a) Expenditure incurred on the asset after its acquisition by the disposer in enhancing or preserving the value of the asset

\$

(b) Perbelanjaan yang dilakukan selepas pemerolehan aset oleh pelupus dalam memastikan mengekalkan atau mempertahankan hakmiliknya terhadap aset itu atau terhadap suatu hak atas aset itu; dan
Expenditure incurred after the acquisition of the asset by the disposer in establishing, preserving or defending his title to, or to a right over, the asset

\$

(c) Kos sampingan kepada pelupus bagi melakukan pelupusan itu
The incidental costs to the disposer of making the disposal

220,000

D 6
 Notification of
 Disposal of a
 Chargeable
 Asset by Tara
 Rajaratnam
 24th September
 1975 (Cont'd)

(iv) Cara pembayaran (jika bagi balasan lain dari wang tunai, sila beri butir-butir)
Method of payment (if for consideration other than cash, give details)

Cheque

(v) Tarikh jualan/pindahmilik disempurnakan atau dijangka akan disempurnakan
Date sale/transfer concluded or expected to be concluded

30-3-74

2. Butir-butir Aset yang Dilupuskan: Details of Asset Disposed of:

(i) Lot No. 6025 (ii) Hakmilik No.C/T 138M Title No. (iii) Luas Lot 5A. 0R. 00P Area of Lot

(iv) Seksyen Bandar Kampung Kulai Besar Section, Town, Kampung (v) Bandar Kampung Kampung Baru Mukim Town/Kampung/New Village/Mukim

Mukim Senai - Kulai

(vi) Daerah Johore Bahru District (vii) Negeri Johore State (viii) Sekiranya dalam Pajakan, nyatakan tarikh tempoh Pajakan If on lease, state date and period leased

(ix) Kadaan tanah: samada tanah (i) kosong, (ii) berserta bangunan, bangunan-bangunan, (iii) ditanam dengan getah/kelapa/kelapa sawit/padi
Condition of land: whether land (i) vacant, (ii) with building, buildings, (iii) planted with rubber/coconut/oil palm/padi

land with building

(x) Bangunan-bangunan atas Tanah Buildings on the Land:

Alamat/Address	Didirikan oleh/ Erected by	Tarikh Dibina/ Date built	Jenis Bangunan/ Type of structure
----------------	-------------------------------	------------------------------	--------------------------------------

KLBSK 681

K.V. Devan

1966

House

Kulai Besar,

Samada termasuk dalam pindahmilik atau jualan
Whether included in transfer or sale

yes

3. Sekiranya ditanam dengan getah, kelapa sawit, kelapa, dll berikan butir-butir dan tarikh penanaman dimulakan:
If planted with rubber, palm oil, coconut, etc give details and date of planting commenced

D 6
Notification
of Disposal of a
Chargeable Asset
by Tara
Rajaratnam
24th September
1975 (Cont'd)

Wang modal yang diterima: / Capital sums received:

- (a) sebagai balasan bagi hak-hak yang terlucut atau diserahkan balik
In return for forfeiture of surrender of rights
atau kerana tidak menjalankan hak-hak
or for refraining from exercising rights

- (b) sebagai balasan bagi penggunaan atau mengeksploitasi aset-aset
as consideration for use or exploitation of assets

AKUAN/DECLARATION

Saya/Kami dengan ini mengaku bahawa pemberitahuan ini dan butir-butir yang diberi di dalamnya adalah benar dan lengkap.
I/We hereby declare that this notification and particulars given herein are true and complete.

Tandatangan: Signature Tara

Jawatan/Designation Disposer

(Nyatakan samada: Nominasi/Pemegang Amanah
State whether: Nominee/Trustee

Perkongsian, Ejen, dll.)
Partner, Agent, etc.

Tarikh/Date 24th September, 1975

UNTUK KEGUNAAN PEJABAT SAHAJA

Permintaan dikeluarkan.....

Surat Kelulusan dikeluarkan.....

Ulasan.....

-S.-J.C.K., K.L.

Mr. K. V. Devan

681, Kulai Besar,

Kulai, Johore.

146

NO.

INTL.

INTL.

OVERDRAFT LIMIT

EXPIRY

RATE

146

14

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED CHQ. No. AMOUNT
30 DEC 72	BAL			117,194.65 00		117,048.65 00	
-1 JAN 73	CHE 467	2,000.00		119,194.65 00		119,048.65 00	
-1 JAN 73	CHE 454	3,676.40		122,871.05 00		122,725.05 00	
-2 JAN 73	CSH 469	1,000.00		123,871.05 00		123,725.05 00	
-3 JAN 73	CHE 468	892.00		123,960.25 00		123,814.25 00	
-3 JAN 73	S/C TO SERVICE CHARGE						
-5 JAN 73	CHE 465	1,000.00		123,962.75 00		123,816.75 00	
-9 JAN 73	CHE 465	1,841.95		125,804.65 00		125,658.65 00	
		250.00		125,807.15 00		125,661.15 00	
10 JAN 73	CHE BY OC 471	9,973.50	6,839.46	135,790.65 00		135,634.65 00	
11 JAN 73	CSH 475	500.00		128,941.19 00		128,795.19 00	
11 JAN 73	BY OC 473	758.50	149.75	129,441.19 00		129,295.19 00	
11 JAN 73	CHE 328	2,002.75		130,049.94 00		129,903.94 00	
13 JAN 73	CHE 474	3,276.40		132,052.69 00		129,903.94 00	
16 JAN 73	CHE 327	534.00				131,906.69 00	
16 JAN 73	BY OC		797.70				
16 JAN 73	CSH		2,948.61				
16 JAN 73	CSH		200.00				
19 JAN 73	CHE 472	207.00		131,916.78 00		131,770.78 00	
22 JAN 73	CSH 335	100.00		132,123.78 00		131,977.78 00	
22 JAN 73	BY OC		901.87	132,223.78 00		132,077.78 00	
22 JAN 73			13,704.44	117,617.47 00		117,471.47 00	
22 JAN 73	CHE 329	8,860.20					
22 JAN 73	CHE 460	6,350.80					
22 JAN 73	CHE 331	38.89		132,867.36 00		132,721.36 00	
23 JAN 73	CHE 332	535.00		132,920.86 00		132,774.86 00	
24 JAN 73	BY OC		7,111.10	125,809.76 00		125,663.76 00	
26 JAN 73		466.03		126,275.34 00		126,129.84 00	

REMARKS

20/1/73
against deposit of shares21/1/73
Additional C/O of21/1/73
Additional C/O of21/1/73
Additional C/O of21/1/73
Additional C/O of21/1/73
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Additional C/O of

BANK STATEMENTS OF K.V. DEVAN

P 105

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Bank Statements
of K.V. Devan
January 1973 to
October 1975

	NO.	INTL	INTL
1st Indian Euro 2073386-073350			
Indian 1st Euro - 074520			9/2

OVERDRAFT LIMIT _____

EXPIRY _____

RATE _____

Handwritten: 1st Indian Euro 2073386-073350
Indian 1st Euro - 074520

Handwritten: 1st Indian Euro 80000-

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED CHQ. No. AMOUNT
26 JAN 73	BAL			126,275.84	00	126,129.84	
26 JAN 73	CHE 330	20,124.20		146,400.04	00	146,254.04	
27 JAN 73	BY OC		17,961.03	128,470.88	00	128,324.88	
27 JAN 73	CHE 334	318.7		129,006.83	00	128,860.88	
29 JAN 73	CHE 340	500.00		130,506.83	00	130,360.88	
29 JAN 73	CHE 333	36.00		117,878.59	00	117,732.59	
30 JAN 73	CSH 342	1,500.00					
31 JAN 73	BY OC		12,628.29				
-1 FEB 73	CSH 341			118,118.59	00	117,972.59	
-1 FEB 73	CSH 341	240.00					
-2 FEB 73	BY OC		2,982.07				
-2 FEB 73	CHE 336	28,029.90		154,945.44	00	154,799.44	
-2 FEB 73	CHE 338	7,431.50		146,824.46	00	146,678.46	
-2 FEB 73	CHE 337	4,977.20		146,934.46	00	146,788.46	
-2 FEB 73	BY OC		8,120.98				
-7 FEB 73	CHE 343	110.00		146,084.96	00	145,938.96	
-7 FEB 73	BY OC		699.75				
-8 FEB 73	CHE 344	13,213.50		2,100.00			
-8 FEB 73	CHE 344		2,800.00				
-8 FEB 73	CSH 344		700.00				
-8 FEB 73	BY OC		3,344.02				
-8 FEB 73	BY OC		176.15	150,178.29	00	150,032.29	
-8 FEB 73	CSH 346	10,000.00		160,178.29	00	150,032.29	
-8 FEB 73	PROCEEDS OF ORC 72/108		69.42	160,108.87	00	159,962.87	
-9 FEB 73	CHE 339	250.00		160,111.37	00	159,965.37	
-9 FEB 73	CHE 339	50.00		160,161.37	00	160,015.37	

FOLIO NO.

ACCOLT NO.

CHEQUE ISSUED

146.

K. V. Devan
No. 11, Kulai Besar,
Kulai Johore.

NO.

! INTEL

INTL

OVERDRAFT LIMIT

EXPIRY

RATE[illegible]

January 1975
to October
1975

**Bank Statements
of K.V. Devan**

P 105

805

NO.	INTL.	INTL.	OVERDRAFT LIMIT	EXP. RATE
74			10.2%	
Jan. K. V. Devan 6-103, 1st Floor Mr. C. V. Devan 681, Kulai Belar Kulai				

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED CHO. No. AMOUNT
3 MAR 73	CHB 509	8,796.00		174,580.83		174,434.33	
				183,376.23		183,230.23	
3 MAR 73	CSH		4,000.00	179,376.23		179,230.23	
			179.75	179,196.48		179,050.48	
6 MAR 73	SY OC		10,000.00	169,196.48		169,050.48	
7 MAR 73	CHB		43,202.53	125,993.95		125,847.95	
9 MAR 73	CSH 511	2,000.00		127,993.95		127,847.95	
9 MAR 73	CSH 510	350.00		128,343.95		128,197.95	
12 MAR 73	CHB 513	4,947.60		128,291.55		128,145.55	
12 MAR 73	CHB		5,000.00	88,325.77		88,179.77	
13 MAR 73	SY OC		39,965.78				
14 MAR 73	SY OC		23.75				
			4,948.41	83,353.61		83,207.61	
15 MAR 73	CHB 512	100.00		83,453.61		83,307.61	
17 MAR 73	CHB 514	33,461.50		116,915.11		116,769.11	
17 MAR 73	CHB 514	33,461.50					
17 MAR 73	BY ER	33,461.50					
17 MAR 73	BY CHEQ RETD	33,461.50					
17 MAR 73	S/C	5.00		83,458.61		83,312.61	
19 MAR 73	CSH 514	33,461.50		116,920.11		116,774.11	
21 MAR 73	CSH 516	300.00		115,222.61		115,076.61	
21 MAR 73	BY OC		1,997.50	115,270.11		115,124.11	
24 MAR 73	CHB 515	47.50		116,376.59		116,230.59	
26 MAR 73	INT	1,106.48					
	CHARGES ON REG. CERT	9.00		116,385.59		116,239.59	
29 MAR 73	CSH	6.00		116,391.59		116,245.59	

REMARKS

19/1/73 against shares
#1149

FOLIO NO. ACCOUNT NO.
 Mr. K. V. Devan
 681, Kulai Besar Kulai

CHEQUE ISSUED

NO.	INTL.	INTL.

OVERDRAFT
LIMIT

2m \$80,000 - 146
 \$39,800 - 12-4-73

EXPIRY
RATE

10 3/4 10 8/10 11-4-73

146

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED CHQ. No. AMOUNT
-4 APR 73	BY OC		13,630.94	116,391.55		116,245.59	
-6 APR 73	CNB		200.00	102,760.65		102,614.65	\$
13 APR 73	CNB 517	6,790.20		102,560.65		102,414.65	\$
				109,350.85		109,204.85	\$
20 APR 73	CNB 518	20.00		109,370.85		109,224.85	\$
23 APR 73	CNB 519	3,000.00		112,370.85		112,224.85	\$
24 APR 73	BY OC		143.30	112,227.55		112,081.55	\$
26 APR 73	INT	1,008.83		113,236.38		113,090.38	
28 APR 73	CSH 520	1,500.00		114,736.38		114,590.38	
-2 MAY 73	CSH		1,000.00	113,736.38		113,590.38	
-7 MAY 73	CNB 521	2,998.60		116,734.98		116,588.98	
-7 MAY 73	BY DR ADVICE	4.00		116,740.98		116,594.98	
-7 MAY 73	BY DR ADVICE	2.00					
-8 MAY 73	CNB 522	4,095.30		120,836.28		120,690.28	
-8 MAY 73	CSH		840.00	119,996.28		119,850.28	
18 MAY 73	CNB 525	2,010.50		122,006.78		121,860.78	
18 MAY 73	BY OC		149.50	121,857.28		121,711.28	
19 MAY 73	CNB	250.00		121,859.78		121,713.78	
23 MAY 73	CSH 676	1,000.00		122,859.78		122,713.78	
25 MAY 73	CNB 524	6,135.00		128,994.78		128,848.78	
26 MAY 73	INT	177.16		129,171.94		129,025.94	
30 MAY 73	BY ER		177.16				
30 MAY 73	INT	1,007.14		130,001.92		129,855.92	

REMARKS

28-4-73 18315-
 5-5-73 29775-
 26-5-73 31425-

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 Bank Statement of
 K.V. Devan
 January 1973 to
 October 1975

FOLIO NO.

ACCOUNT NO.

CHEQUE ISSUED

OVERDRAFT
LIMIT

146

Mr. K. V. Devan
681, K. Beran, Kulai

146

NO. INTL. INTL.

EXPIRY
RATE1480, 001-
30.00- 50

10.891

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED CHQ. No. AMOUNT
2/6	Can 677	1500 / 1		130,000-92		139,855-92	
				131,501-92		131,715-92	
-7 JUN 73	CHQ 523	24.00		131,525.92 00		131,379.92 00	\$
-9 JUN 73	CSH		2,300.00	129,225.92 00		129,079.92 00	\$
16 JUN 73	BY OC		105.59	129,120.33 00		128,974.33 00	\$
21 JUN 73	CHQ 673	234.13		129,354.46 00		129,208.46 00	\$
21/6	Can 679	1000 / 1		130,354-46		130,208-46	
23 JUN 73	BY OC		59.75	130,294.71 00		130,148.71 00	
26 JUN 73	INT	1,220.90					
26 JUN 73	INT	1,220.90					
26 JUN 73	INT	1,229.00		131,523.71 00		131,377.71 00	
29 JUN 73	BY OC		69.63	131,454.08 00		131,308.08 00	

REMARKS

5-6-73 34,575-2-
13-6-73 35,400-2-
16-6-73 33160 share
23-6-73 48,335 share
30-6-73 47,995 share

ACCOUNT NO.

CHEQUE ISSUED

CREDIT
LIMIT

9/25/50 8/10 146

Mr. K.V. Devan,
681, Kulai Besar,
Kulai.

50.

INT. INTL

EXPIRY
RATE

LM 80000 -
shares 30000 -

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED
2773	CASH 680	1,000.00		131,454.08		131,308.08	
-6 JUL 73	BY DC		5950	132,454.08		132,308.08	
-9 JUL 73	BY DC		3,482.50	132,394.58		132,248.58	
10/7	CASH 684	515.11		128,912.08		128,766.08	
11 JUL 73	CHEQ 681	758.50		129,427.08		129,281.08	
12-7-73	CASH 685	100.00		130,185.58		130,039.58	
13 JUL 73	CHEQ 683	146.00		130,285.58		130,139.58	
13 JUL 73	CHEQ 686	215.00		130,646.58		130,500.58	
14 JUL 73	CHEQ 682	207.00		130,853.58		130,707.58	
18 JUL 73	BY OC		2,666.50	128,187.08		128,041.08	
26 JUL 73	INT	1,181.19		129,368.27		129,222.27	
-3 AUG 73	CHEQ 687	318.71		129,400.14		129,254.14	
-8 AUG 73	CHEQ		575.00	128,225.14		128,079.14	
-8 AUG 73	CHEQ		600.00	128,165.14		128,019.14	
-9 AUG 73	CHEQ 688	40.00		128,665.14		128,519.14	
-9 AUG 73	CHEQ		100.00	88,455.14		88,309.14	
10 AUG 73	CHEQ 689	500.00					
13 AUG 73	BY OC		40,210.00				
20 AUG 73	CHEQ 690	140.00					
20 AUG 73	ENC TO DR AD	140.00					
20 AUG 73	ENC BY ER	140.00					
20 AUG 73	ENC TO DR AD	176.00					
22 AUG 73	CHEQ 692	1,000.00					
22 AUG 73	CHEQ		200.00				

REMARKS
 5-6-73 #34575 share
 13-6-73 #35110 share
 16-6-73 #33111 share
 23-6-73 #11555 share
 30-6-73 #47995 share
 1-7-73 #44675 share
 14-7-73 #44205 share
 21-7-73 #41995 share
 28-7-73 #44570 share
 4-8-73 #44800 share
 11-8-73 #44338 share
 18-8-73 #41135 share

Bank
 Statement
 K.V. Dev
 January
 to Octob
 1975

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Bank
Statements of
K.V. Devan
January 1973
to October
1975

FOLIO NO.

ACCOUNT NO

CHEQUE ISSUED

OVERDRAFT
LIMIT

146

1/3-46

Mr. K.V. Devan,
681, Kulai Besar,
Kulai.

NO.	INTL	INTL
18451-08		

EXPIRY
RATE

1/14/73 -
K.V. Devan -

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Bank Statements (K.V. Devan
January 1973 to
October 1975

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL	CHECK TOTAL	PAYMENT STOPPED
				89.642-94		89.496-94	DATE ISSUED
27 AUG 73	INT	1,055.34		90.698.2800		90.552.2800	CHEQ. No.
27 AUG 73	BY OC		400.00	90.298.2800		90.152.2800	AMOUNT
5 SEP 73	CSH 693	213.50		90.516.7800		90.370.7800	
5 SEP 73	CHB		200.00	89.941.7300		89.795.7800	
11 SEP 73	TO DA	8.00		89.949.7300		89.803.7800	
13 SEP 73	CHB 694	5,000.00		94.949.7300		94.803.7800	
14 SEP 73	TO DA	4.00					
14 SEP 73	TO DA	4.00		94.957.7300		94.811.7800	
14 SEP 73	CSH	2.00					
14 SEP 73	CSH		2.00				
14 SEP 73	BY ER	2.00		94.815.7800		94.815.7800	
15 SEP 73	CSH 695	1,500.00		96.315.7800		96.315.7800	
19 SEP 73	CHB		220.00				
19 SEP 73	CHB		400.00				
19 SEP 73	CSH		900.00				
19 SEP 73	CSH		1,400.00				
19 SEP 73	BY OC		55,000.00	38.541.7300		38.395.7800	
24-9-73	CSH 698	200.00		38.741.7300		38.595.7800	
24 SEP 73	CHB 697	149.73		38.891.5100		38.745.5100	
25 SEP 73	CSH 700	300.00		39.191.5100		39.045.5100	
26 SEP 73	INT	740.85		39.932.3600		39.786.3600	
30 SEP 73	CHB 696	1,750.00		41.682.3600		41.536.3600	
30 SEP 73	CHB 699	145.00		41.828.3600		41.682.3600	
4 OCT 73	CHB		600.00	41.228.3600		41.082.3600	
8 OCT 73	CHB 51	46,282.17		87.510.5300		87.364.5300	
12-10-73	CSH 54	500.00		87.510.5300		87.366.5300	
12 OCT 73	CHB 53	14.085		88.012.5300		87.866.5300	
12 OCT 73	CHB		400.00	87.753.3800		87.607.3800	

REMARKS

18-8-73 # 41682-75 share
25-8-73 # 38122-50 share
1-9-73 # 36310-0 share
2-9-73 # 28490 share
1-9-73 # 33430 share

810

FOLIO NO.

ACCOUNT NO.

CHEQUE ISSUED

OVERDRAFT
LIMIT

K. V. Devan

681. Kullai Besar

Kullai

146

NO.

INTL. INTL.

EXPIRY
RATE

-90

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
12 OCT 73	PA.			87.7533800		87.6073800	DATE ISSUED
19 OCT 73	CHQ		200.00	87.5533800		87.4073800	CHO. No.
19 OCT 73	BY CR ADVICE		84.80	87.4685800		87.3225800	AMOUNT
23 OCT 73	BY OC		60.00	87.4085800		87.2625800	
23 OCT 73	CSH 4,056	500.00		87.9085800		87.7625800	
23 OCT 73	D/D	1,001.50		88.9100800		88.7640800	
23 OCT 73	D/D	58.08		88.9681600		88.8221600	
24 OCT 73	CHQ 57	9,781.00		98.7491600		98.6031600	
25 OCT 73	INT	628.15		99.3773100		99.2313100	
31 OCT 73	CHQ TO OC 255 RETD	265.00		99.6423100		99.4963100	REMARKS
31 OCT 73	BY OC	60.00		99.7023100		99.5563100	13-9-73 # 33430 share
31 OCT 73	BY ER	60.00					13-10-73 # 33379 share
31 OCT 73	BY OC	59.90		99.6424100		99.4964100	20-10-73 # 34372 share
1 NOV 73	CHQ 58	132.00		99.7744100		99.6284100	26-10-73 # 36571 share
2 NOV 73	CSH 4,060	500.00		100.2744100		100.1284100	15-11-73 # 37261 share
2 NOV 73	CHQ		200.00	99.8744100		99.7284100	10-11-73 # 37162 share
2 NOV 73	CHQ		200.00				17-11-73 # 35801 share
6 NOV 73	CSH 62	2,000.00		101.8744100		101.7284100	
6 NOV 73	CHQ 52	250.00		102.1244100		101.9784100	
7 NOV 73	CHQ 59	660.30		102.7847100		102.6387100	
7 NOV 73	CHQ 64	1,091.50		103.3862100		103.2402100	
7 NOV 73	CHQ		400.00	103.0112100		102.8652100	
8 NOV 73	CHQ		375.00	103.0863600		102.9403600	
10 NOV 73	CHQ 63	75.15		105.08636		104.94036	
14-11-73	CSH 66	2,000.00		107.04386		106.8978600	
15 NOV 73	CHQ BY OC 65	1,957.50		106.69276		106.5467600	
20 NOV 73	BY OC		351.10	106.47170		106.5257000	

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Bank Statements
of K.V. Devan
January 1973 to
October 1975

FOLIO NO.

ACCOUNT NO.

CHEQUE ISSUED

OVERDRAFT
LIMIT

NO.

INTL. INTL.

EXPIRY
RATE

146

LM 80,000 -

Share 30,000 -

90

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
				106,471.70		106,325.70	DATE ISSUED
21 NOV 75	CHQ 4,068	16,200.00		122,671.70		122,525.70	CHQ. No. AMOUNT
26 NOV 75	INT 985.72			123,657.42		123,511.42	\$
30 NOV 75	CSH 2,000.00			117,657.42		117,511.42	\$
30 NOV 75	CHQ 4,000.00			112,657.42		112,511.42	\$
30 NOV 75	INT 5,000.00			111,657.42		111,511.42	\$
1 DEC 75	CSH 1,000.00			114,651.72		114,505.72	\$
1 DEC 75	CHQ 71	2,994.30		114,546.97		114,400.97	\$
1 DEC 75	BY OC 104.75			112,546.97		112,400.97	\$
5 DEC 75	BY OC 2,000.00			114,546.97		114,400.97	\$
11 DEC 75	CSH 4,070	2,000.00		114,746.97		114,600.97	\$
12 DEC 75	CHQ 4,072	200.00		114,749.47		114,603.47	\$
20 DEC 75	C/B 250			114,799.17		114,653.17	\$
27 DEC 75	CHQ 74	49.70		115,872.42		115,726.42	\$
28 DEC 75	INT 1,073.25			115,789.61		115,643.61	\$
28 DEC 75	BY CA 82.81			116,023.74		115,877.74	\$
31 DEC 75	CHQ 4,073	234.13					\$

REMARKS

11-73 \$ 35801.25 share
 11-73 \$ 32,762.50 share
 1-12-73 \$ 27922.50
 1-12-73 \$ 29107.00 share
 1-12-73 \$ 28175.00 share
 1-12-73 \$ 28622.50 share
 22-12-73 \$ 23820 share
 09-12-73 \$ 25150.00 share

FOLIO NO.

ACCOUNT NO.

CHEQUE ISSUED

OVERDRAFT
LIMIT

146

NO.

INTL. INTL.

LM 80,000-
SHARES 30,000-

EXPIRY

RATE

-90 11.5 1/2

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
31 DEC 73	441			115,023.74 00		115,877.74 00	DATE ISSUED
-9 JAN 74	CND 75	76.50		116,100.24 00		115,954.24 00	CHEQ. No.
10 JAN 74	CND 351	84.00		116,184.24 00		116,038.24 00	AMOUNT
12 JAN 74	CND 354	16,000.00		132,184.24 00		132,038.24 00	
12 JAN 74	BY OC 355	400.00	36,451.55	95,732.69 00		95,586.69 00	
14 JAN 74	CND 358	1,000.00		96,132.69 00		95,986.69 00	
15 JAN 74	BY OC 358		1,349.75	97,132.69 00		96,986.69 00	
16 JAN 74	CND 356	500.00		95,782.94 00		95,636.94 00	
17 JAN 74	CND 357	1,960.00		96,282.94 00		96,136.94 00	
18 JAN 74	CND 362	200.00		98,242.94 00		98,096.94 00	
19 JAN 74	CND 359	1,000.00		98,442.94 00		98,296.94 00	
22 JAN 74	CND 352	207.00		99,442.94 00		99,296.94 00	
28 JAN 74		1,070.36		99,649.94 00		99,503.94 00	
28 JAN 74	CND 361	758.50		100,720.30 00		100,574.30 00	
28 JAN 74	CND 363	4,000.00					
28 JAN 74	CND 353	500.00		105,978.80 00		105,832.80 00	
28 JAN 74	CND 364	245.00		106,223.80 00		106,077.80 00	
4 FEB 74	CND 365	264.00		106,250.20 00		106,104.20 00	
-4 FEB 74	CND 367	1,000.00		107,250.20 00		107,104.20 00	
-6 FEB 74	CND 366	48.00		107,298.20 00		107,152.20 00	
11 FEB 74	CND 368	100.00		107,398.20 00		107,252.20 00	
15 FEB 74	1/1		6,000.00	101,398.20 00		101,252.20 00	
14 FEB 74	CND 369	170.00		101,568.20 00		101,422.20 00	
19 FEB 74	CND 370	50.00		101,618.20 00		101,472.20 00	
27 FEB 74	1/1	1,032.24		102,650.44 00		102,504.44 00	
27 FEB 74	CND 371	155.00		102,805.44 00		102,659.44 00	
28 FEB 74	CND 372	1,000.00		103,805.44 00		103,659.44 00	

REMARKS

1-74 \$24,350 share
 1-74 \$24,440 share
 1-74 \$26,307-50 share
 1-74 \$26,307-50 share
 1-2-74 \$27,042-50 share
 1-2-74 \$26,531 share
 1-2-74 \$25,810 share

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 Bank Statements of
 K.V. Devan
 January 1973 to
 October 1975

Bank Statements of
K.V. Devan

January 1973 to
October 1975

FOLIO NO. ACCOUNT NO.

Mr. K. O. Devan
681, Kulai Besar
Kulai

CHEQUE ISSUED

NO.	INTL	NL

OVERDRAFT
LIMIT

2m for etc
Share 30,000

EXPIRY
RATE

11.5%

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL	CHECK TOTAL	PAYMENT STOPPED
							DATE ISSUED CHG. No AMOUNT
2 MAR 74	CHQ 373	2255.00		103,805.00		103,659.44	
				104,030.94		103,884.94	\$
-7 MAR 74	CHQ		375.00	103,655.94		103,509.94	\$
-8 MAR 74	C/B	2.50		103,658.44		103,512.44	\$
22 MAR 74	BY DC		35.68	103,622.76		103,476.76	\$
25 MAR 74	CHQ 375	100.00		103,722.76		103,576.76	\$
26 MAR 74	LHJ 374	1,791.99		105,514.75		105,368.75	\$
27 MAR 74	INT	927.24		106,441.99		106,295.99	
28 MAR 74	CSH 452	200.00		106,641.99		106,495.99	
29 MAR 74	CHQ BY DC		29.75	106,612.24		106,466.24	
30 MAR 74	BY DC		154.19				
30 MAR 74		451	172.22	106,630.27		106,484.27	
19 APR 74	CHQ 455	43.90		106,674.17		106,528.17	
23 APR 74	CHQ 454	500.00		107,174.17		107,028.17	
29 APR 74	INT	1,056.39		108,230.56		108,084.56	
30 APR 74	CSH 459	1,000.00		109,230.56		109,084.56	
30 APR 74	CHQ 457	184.00		109,453.24		109,307.24	
30 APR 74	CHQ 458	38.68		109,585.24		109,439.24	
-3 MAY 74	CHQ 456	132.00		109,591.19		109,445.19	
21 MAY 74	INT	5.95		110,730.69		110,584.69	
29 MAY 74	INT	1,139.50		111,870.19		111,725.19	
27 JUN 74	INT	1,191.89					

REMARKS

23/74 26200 share
16/74 25780 share
30/74 22,746 share
13/4/74 21624 share
27/4/74 19826 share
11/5/74 22,471 share
25/5/74 24530 share
8/6/74 23930 share

FOLIO NO.

ACCOUNT NO.

CHEQUE ISSUED

OVERDRAFT

LIMIT

NO.	INTL.	INTL.

146
 Lm 80.000
 Shares. 30.000

EXPIRY
RATE

12.5 12/10 pa dd 26/5/75

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL.	CHECK TOTAL	PAYMENT STOPPED
1 JAN 75				117,291.92 00		117,145.92 00	DATE ISSUED
29 JAN 75	INT	1,269.24		118,561.16 00		118,415.16 00	CHEQ. No.
				118,561.16			AMOUNT
27 FEB 75	INT	1,279.81		119,840.97 00		119,694.97 00	
				119,840.97			
27 MAR 75	INT	1,172.73		121,013.70 00		120,867.70 00	
28 MAR 75	INT	1,312.20		122,325.90 00		122,179.90 00	
30 APR 65	FIRE INSURANCE	23.4		122,349.39 00		122,203.39 00	REMARKS
				122,349.39			Share 410777 4/1/75
29 MAY 75	INT	1,274.44		123,623.83 00		123,477.83 00	Share 411837 15/1/75
				123,623.83			Share 416254 11/2/75
2 JUN 75	BY 00		40,000.00	83,623.83 00		83,477.83 00	Share 417932 15/2/75
				83,623.83			Share 19384 8-2/75
5 JUN 75	CHQ	460	5,150.00	88,773.83 00		88,627.83 00	Share 21787 14/3/75
20 JUN 75	CHQ	463	131.30	88,905.13 00		88,759.13 00	Share 20127 29/3/75
21 JUN 75	CHQ	467	400.00	89,305.13 00		89,159.13 00	Share 19404 12/4/75
21 JUN 75	CHQ	466	32.10	89,337.23 00		89,191.23 00	Share 21217 26/4/75
23 JUN 75	BY CA		59.66	89,377.57 00		89,131.57 00	Share 21108 10/5/75
24 JUN 75	CHQ	469	300.00	89,577.57 00		89,431.57 00	Share 19782 24/5/75
25 JUN 75	CHQ	465	270.00	89,847.57 00		89,701.57 00	Share 18325 9/6/75
25 JUN 75	CHQ	468	51.20	89,898.77 00		89,752.77 00	Share 18032 21/6/75
26 JUN 75	CHQ	464	234.13	90,132.90 00		89,986.90 00	
27 JUN 75	INT		994.72	91,127.62 00		90,981.62 00	

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 Bank Statements of
 K.V. Devan
 January 1973 to
 October 1975

FOLIO NO. ACCOUNT NO.

CHEQUE ISSUED

OVERDRAFT

110000/2

146

LIMIT

11000000 - Effective limit

Shares @ 30000/-

Cancelled

EXPIRY

RATE

12/0 p.a.

NO.	INTL.	INTL.

DATE	CHEQUE No. & PARTICULARS	DEBIT	CREDIT	BALANCE	INTL	CHECK TOTAL	PAYMENT STOPPED		
							DATE ISSUED	CHK. No.	AMOUNT
-1 JUL 75	BAL			91,127.62 00		90,981.62 00			\$
-9 JUL 75	CSH BY JB. OC.		91,909.75	782.13		928.13			\$
				782.13					\$
-1 AUG 75	INT	394.88		387.25		533.25			\$
-9 OCT 75	CSH 470	280.00		387.25		253.25			\$
				10725					\$
							<u>REMARKS</u>		
							SHARES :- 17612 5/7/75		
							" :- 17132 19/7/75		

816

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Bank Statements of
K.V. Devan
January 1973 to
October 1975

NCR

NOTES OF MEETING

3rd February 1977

A: I asked for meeting as all of us are disturbed with the action commenced by you in Johore Bahru. We came to know of the case by chance. Also disturbed with the circumstances. This action in J.B., as we understand it, you are Plaintiff in action involving land of about 4/5 acres. The sum involved is \$220,000/-. Also involved is a claim for vacant possession. Defendant alleged that the title is a defeasible title on the grounds of undue influence or fraud. Land originally belonging to T and her husband who is a brother of D who borrowed money to set a hospital but cannot repay the Bank and therefore approached sister-in-law, T. As a result the land was transferred to S, a friend of yours in the firm of S & J. It was done in March 1974 and subsequently the land was transferred to S in July 1975 and three weeks later to your own name. Debts in question are two-folds - D's debt to the Hongkong & Shanghai Bank guaranteed by J and the other debt is Chung Khiaw Bank in Johore Bahru owned by T. Land was pledged to S; an endorsement that S will not sell without her consent for one year. In fact the transfer from S to you was done in three weeks of his becoming owner. T and D consulted S and J of the transaction. The

D 33
Notes
of
Meeting
February
1977

D 33
Notes of
Meeting
February
1977
(Cont'd)

result is there is a sale by mortgagee to third party. Also know that the value of the property is more than \$220,000/-. The circumstances of the transaction whereby S became owner gives rise to the grievous consequences. Also places you in a very serious position as regards your professional status.

I have discussed this with others and we would like you to explain the matter. If you have any questions the others and I will answer. There are two counts, one B came to know this matter fortuitously when the plaintiff were looking for solicitors to take up an appeal. Secondly, the transfer to you was in the circumstances which give rise to your professional conduct being queried and we are most disturbed with the facts as known by us.

C: Any allegations of fraud or unprofessional conduct? The civil action 146 of J.B. suggests no consideration - see paragraphs 3 and 4 of Defence.

A: Paragraphs 3 and 4 of Defence. We have not accused you of any unprofessional conduct or fraud. We are here to get an explanation of the circumstances. On the face of the allegations contained in the Defence there are no allegations

of fraud and unprofessional conduct; the issue of bona fides raised in the defence will defeat the title.

D 33
Notes of
Meeting
February
1977
(Cont'd)

C: Whether there is consideration in the transaction between S and T does not concern me. Written submission were submitted to Court and raised in the High Court where it was argued for three days. In the Originating Motion it was again argued that under the Torrens System the way the aggrieved party should have gone round it is to take out an application under Section 340 of the Land Code. Question ^{is whether} of Plaintiff's title is indefeasible - agreed both in the Courts below and on the admission in the pleadings that I was the owner. Argued for three days before the Judge and no allegations of fraud in the proceedings ^{against me}.

20 The several points raised: the first is the land for \$220,000/- to be less than the real value of the land. Refers to the three miscellaneous documents, valuations of Chong Kim Seng & Co. in 1972 is \$258,000/-. ~~In the early stages~~ ^{we} They are not concerned with the value of the house as the land was to be developed. In 1974 the value of the land has gone down rather than up. Affidavits of value were ^{not} filed.

D 33
Notes of
Meeting
February
1977
(Cont'd)

- A: What inquiry did you make when the land was transferred to you in July 1975?
- C: Made no inquiry.
- A: How then could you have purchased at that price?
- C: S was ready to transfer the land at \$220,000/- to me. The land was to have been developed in my name.
- A: When you say you are to develop the land in your name, what do you mean? 10
- C: Means that I intend to develop the land it ^{was} ~~has~~ to be done in my name. I made no inquiry as to the price but S was ready to transfer to me at that price. ^{if any} ~~when the~~ allegations ^{are} ~~were~~ made, that there was fraud and professional misconduct, I should have been told.
- A: Came here to tell you of the facts as we understand it and having established to ascertain whether your action affects your professional conduct. Not alleging fraud and professional misconduct ^{on my part} ~~against you~~. 20
- C: Circumstances of sale as set out in the Agreement which is not a pledge. Land not transferred under this Agreement but under Form 14A to S. This is the stand we have taken and neither in fact nor in law, is ^{it} ~~is~~ a charge.

A: When did you hear of this?

C: I only learned this this morning.
I heard that the land was transferred to
S by Form 14A.

Money borrowed by D. for ~~data~~^{medida ta}
and guaranteed by J. T's husband, E was
the seeretary of the Company.

A: Who told you that the document with the
10 endorsement in the file is a sale and not
a mortgage?

C: S. and J. Transfer and not a pledge.

A: When did they tell you that?

C: Last few weeks - can't pin point as to the
time.

A: First point - whether you are satisfied
there is any misconduct. The next point -
according to our understanding certainly in
20 March 1974 S and J were acting for E, T and
D?

C: I ~~do~~^{did} not know if S and J were solicitors to
D and T at the time, 30th March 1974. S and
J will be happy to appear ^{before} the partners here and
though J is not a member of the Singapore Bar;
S was my contemporary and he is a member of
both the Singapore and J.B. Bars. Refers to
last document in miscellaneous file - T to
make a report to the Income Tax Department

D 33
Notes of
Meeting
February
1977 (Cont'd)

D 33
Notes of
Meeting
February
1977 (Cont'd)

and state to whom the land is sold. Document dated 20th December 1975 (Land Speculation Form dated 24th September 1975 but quote sale as 30th March 1974).

A: Did you in fact pay S\$220,000/-?

/ not to not want

C: Not within the scope to answer this.

A: One of the allegations in the J. B. action is you are not a bona fide purchaser.

I will personally go further to say that

10

one should be a purchaser for value without notice. It is important that value passed.

C: Relevant if defendant takes action.

A: Put it this way, I personally place importance to this question not as regards the action.

The title springs from a previous transaction;

Form 14 from S to you. The consideration

expressed therein is \$220,000/-. Material

20

to your professional standing that we have the answer.

C: Would not like to answer the question.

Would qualify that I would not want to reveal to everyone in this room.

A: If I asked you again you may say 'No'.

Will not endeavour to compel you to answer

30

but this will leave me unhappy. You did not

inform us and it was only when information

came to B by chance when a Solicitor came to

D 33
Notes of
Meeting
February
1977 (Cont'd)

Singapore to ask who will be a good lawyer to take the appeal.

C: One of my partner, my enemy has contacted the defendants' solicitors. He said that he was on their side, and might be of assistance and will want to see justice done.

10 A: When I opened this discussion I said that I was most disturbed that the action was not made known to any partner. Your transfer of the land in 1975 - no one here has been consulted. Why not come to ask anyone of us. B has practised in Malaysia. When we heard of the action commenced by you we have to do some investigations. Two points as I have said - litigation started without the knowledge of any one of us in the firm. Two - the circumstances in which the land was transferred
20 give rise for great concern. The consideration in the transfer showed \$220,000/- paid by you. I must therefore asked the question but I cannot compel.

C: I have given you my reasons.

F: Just say one of is hostile: you are therefore prepared to reveal to the others.

C: The \$220,000/- was provided by someone not by me and I am the registered owner.

D 33
Notes of
Meeting
February
1977
(Cont'd)

A: Are you in fact holding it in trust for
a third party?

C: In a manner of speaking, yes.

A: If in the manner of speaking you told us
you are the trustee, then who is commencing
the action?

C: I am the registered owner and proceedings
are commenced by me.

A: Though you are in a manner of speaking
holding the land in trust, the action to 10
take possession was your decision?

C: Took decision in conjunction with third party.

A: Is there any security given to you?

C: Having told you this much and my reservations
you ought not to press further.

A: Put it this way. I have asked the question
and if you are not prepared to answer I cannot
compel. We are concerned that somebody may 20
make the allegations fraud and professional
misconduct. We are here to explore the facts.
If you feel you like to tell us why you have
not come to tell any of us of the action?

C: *I have to point out that in all in R+D I had*
not been told that I have to do that inform the
other partners if an action was started in any house
You find no agreement saying that if one
with nothing in it
should start an action he should tell the 30
other partners.

C: Quite happy to leave it with my solicitors
who ~~would~~ sought senior solicitors' opinion
in Singapore and they are of the view
that there is no lack of bone fide. Action *by*
in the Sessions Court wrong; proper way is
to go *by* the Land Code. Even to obtain
stay of execution before the Judge failed.

A: *Please* do not determine the question. If ~~the~~ *an*
is action *is* started by the parties *we* will
be back to square one. You said both
S and J have been old friends of yours.
The next question would be would this
not put you more on your guard?

C: Have confidence in them. Nothing in the
past *to* cause me to be on my guard.

A: There must be cause for concern as they
are your friends who are parties to the first
transfer, 14A from T to S and from S to you.
Desirable that separate solicitors should be
instructed to advise you.

C: I did not know they were acting as solicitors
for T or D.

A: Reached a stage *9* and would like to consider
what ~~have~~ been said here. Also like anyone
of you who have any questions or any facts
which you feel should be canvassed to ask them.
C, are there any facts you like to tell us
that I have not brought up.

D 33
Notes of
Meeting
February
1977 (Cont'd)

C:

Even before the transfer to S, he asked
D and E to get another buyer. ~~He~~^E attempted
to sell the land and advertised in the papers,
Sunday Times in February or March 1975.
Subsequently at a meeting with E, S, and J,
E told them that only one lady was interested
to buy the land fronting the main road but
not that nearer the railway line. As far
as S is concerned, he has told me that it
was not any form of pledge or charge but a 10
transfer. Form 14A was signed subsequent to
the Agreement - do not know how long afterwards;
will get a certified copy of the Form 14A.

Present : THAP
SKT
MC
FYH
CA
PS
TSC

Date: 4th February 1977

Time: 5.00 p.m.

Going through the minutes and making
amendments as requested by C.

D 33

Notes of
Meeting

February 1977
(Cont'd)

A: Will you disclose the name of the third
party referred to in paragraph 1 on page 8
of the minutes.

C: Not particularly at this stage.

A: Can you give us an assurance that the moneys
was not provided for by S and J?

10

C: No.

(General Discussion)

C: When property was transferred in J.B. the
Government Valuers value the property. Such
valuation was given in two transfers. I have
seen the valuation at \$1.1 million for the
property in July 1975. Seen this before
and have asked S to ask the valuer. S places
no confidence in this valuer.

20

Originating Summons 95/76, Caveat filed
by T's solicitor. Caveat effective for 30 days
pending hearing of objections to be filed
with the Land Office. If approved, have to
file an application to extend the Caveat.
Proceedings not served and application was not

heard by Court.

I was told that S and J do not act for

T. Signature of T was attested by J.

S and J did not act for her in the sale.

It is not unusual in J.B. for a solicitor
to sign for both vendor and purchaser.

D 33

Notes of
Meeting

February 1977
(Cont'd)

This leads to the consequential question;
if neither S nor J acted for T at that time,
was there any solicitor acting for her
or was she acting in her individual capacity?

10

C:

That I do not know. At time of signing
E was there.

Under the National Land Code an equitable
mortgagee cannot foreclose. If there is
foreclosure one must follow the prescribed
form.

(Further general discussions on mortgagee's sale)

Adjourned to Wednesday, 9th February 1977
at the same time.

20

Present: THAP
SKT
MC
FYH
CA
PS
TSC

10.20 a.m.

D 33
Notes of
Meeting
February 1977
(Cont'd)

Arul and I met on the 17th February. I read to him Darvall's Opinion to the point of the questions listed by him and no further.

I informed him that Skrine's opinion was virtually a precis of Darvall's views.

10 Arul said he did not necessarily decline to answer the questions put by Darvall at this stage but wished to have time to read both the opinions and the questions and would then say whether the questions were questions which should be answered by him and if so he would provide the answers.

He said he took this attitude because he had certain information in his possession that one of the partners had been acting against his interest in respect of the proceedings in Johore and any information disclosed to all the partners might be used against his interest in those proceedings.

20 He further said that as the partners had themselves had time to get independent legal advice since the meeting of the 4th February 1977, he considered he should be given similar period of time. He might or might not wish to get independent legal advice also.

He also said that one partner had already tried to expel him from the partnership by other means.

He asked me to give him copies of both opinions in full including the questions formed by Darvall and copies of both sets of instructions to Counsel on which the opinions were based.

D 33
Notes of
Meeting
February 1977
(Cont'd)

If no written instructions then he wishes to know what oral instructions were given.

I replied that I had no authority to accede to these requests at the present time.

As a partner Arul considers he is entitled to them now.

10

Meeting terminated at 11.20 a.m.



鍾建城拍賣估價館 CHONG KIM SENG & CO.,

No. 32, JALAN SEGGET, JOHORE BAHRU, JOHORE, TEL: 23634
& AT - BATU PAHAT, - KUANTAN, - SEREMBAN, MALAYSIA.

Your Ref: spn/lhm/56/79

Our Ref: Apt.No.57/79

Date: 19th Oct., 1979

REPORT AND VALUATION.

Re: Valuation of property respecting the land comprised In.C.T.13817, Lot 6025, area 5A.0A.00P., Mukim of Senai-Kulai, District of Johore Bahru, State of Johore with a single storey detached house erected thereon.

P 92

Valuation
Report
of Chong Kim
Seng & Co.

19th October
1979

10

Pursuant to the instructions of Messrs Subra Naicker & Co., Advocates & Solicitors of No.45, Jalan Ibrahim (1st floor), Johore Bahru on behalf of their clients, Mr.K.V.Devan and Mrs.Devan for the purpose of expressing an opinion of the fair Market Value of the property as at 31.1.1975. It is our understanding that this appraisal report shall be utilised for private reference purposes.

The term "fair market value" as used herein is defined as being the amount at which the property would exchange between a willing buyer and a willing seller, neither being under compulsion, both parties having reasonable knowledge of all relevant facts and with equity to both.

20

The term "highest and best use" as used herein is defined as that use which at the time of this appraisal subject land use zoning plan (residential zone). The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed.

TERMS OF REFERENCE.

30

The subject of this appraisal comprises a piece of land for residential use to be valued as at 31.7.75 of which the particulars of title are detailed below:

Title No	...	GT. 13817
Lot No	...	6025
Area	...	5A.0A.00P.
Mukim.	...	Senai-Kulai
Locality	...	Kulai Besar (Kulai Selatan Town Board Boundary)
District	...	Johore Bahru
State	...	Johore
Registered Owner as at 31.7.75	...	Madam Tara Rajaratnam
Annual Rent	...	\$100.00

40

Remarks: The present registered proprietors of the land is a Housing Developer Company who erected various residential houses and shophouses.

(referred to as "the land")

(cont'd on sheet 2)

LICENCED AUCTIONEER & APPRAISER. STATE OF JOHORE, MALAYSIA.



鍾建城拍賣估價館 CHONG KIM SENG & CO.,

No. 32, JALAN SEGGET, JOHORE BAHRU, JOHORE. TEL: 23834
& AT - BATU PAHAT, - KUANTAN, - SEREMBAN, MALAYSIA.

Your Ref:

Our Ref:

Date:

- sheet 2 -

P 92

PREMISES.

As at 31.7.75 on the land Lot 6025 stands a single storey detached house and known as No.681, Kulai Besar, Kulai, Johore subject to the payment of \$84.00 being house assessment)

(referred to as "the premises")

Valuation
Report
of Chong Kim
Seng & Co.

19th October
1979 (Cont'd)

LOCATION.

The land is located at Mile Post 19 on the right handside of the immediate roadside of Johore Bahru - Kulai road.

ACCESS

The access road is by the main road and the drive-way to the property.

10

ANNEXURE OF PLAN.

The land referred to is Lot 6025 and more particularly delineated in the plan hereto annexed as edged in "green" for easy reference and identification.

A Key Plan respecting the said lot is also hereto annexed.

CATEGORY.

As at 31.7.75 the land was in the residential area vide Legal Notification No.99 dated 9th September, 1965 as published in the Johore Government Gazette. Hence the category of the land is automatically "building" to serve the following purposes:-

20

- (a) Residential,
- (b) Administrative and Commercial
- (c) The purpose of exhibiting or selling by retail,
- (d) The purpose of providing educational, medical, sanitary or other facilities
- (e) The purpose of entertainment, refreshment and recreation.

DESCRIPTION AND CONDITION OF THE LAND. (as at 31.7.75)

Geographical Situation.

30

The land is situated 19 miles to the north of Johore Bahru and 30 miles west of Pontian and 45 miles east of Kota Tinggi.

Shape.

The shape of the land is rectangular suitable for housing and industrial development or agricultural.

(cont'd on sheet 3)

LICENCED AUCTIONEER & APPRAISER. STATE OF JOHORE, MALAYSIA.



鍾建城拍賣估價館 CHONG KIM SENG & CO.,

No. 32, JALAN SEGGET, JOHORE BAHRU, JOHORE. TEL: 23834
& AT - BATU PAHAT, - KUANTAN, - SEREMBAN, MALAYSIA.

Your Ref:

Our Ref:

Date:

- sheet 3 -

DESCRIPTION AND CONDITION OF THE LAND.(cont'd)

Topography.

The terrain of the land is generally flat at the centre but it is about 2 feet high from the road level and with a gentle slope to the north-east boundary towards the Railway Lines.

Soils.

The soils are red earth partly surfaced with sand and the grounds are quite capable of supporting structure.

Cultivation.

As at 31.7.75 the land was cultivated with coconut, fruit trees and foodstuffs.

Drainage.

Earth drains were constructed around the land. Water is brought from the higher to the lower table and finally to the main drain to prevent inundation.

SERVICES.

Public utilities such as water and electricity supply are available to the subject property.

Buses and taxis are frequently operating along the main road (Johore Bahru - Kulai - Ayer Hitam - Segamat) which commands the route to the north and south.

NEIGHBOURHOOD DATA.

The locality in which the property is situated known as Kulai Besar. The subject property is situated in close proximity to Kulai proper and sub-centre, Senai. The surrounding properties are basically shophouses, residential houses, large and small agricultural holdings.

The land is in between the main trunk road and the railroad from north to south.

Kulai is the main centre serving the immediate surrounding agricultural land and the various housing estates. It has the essential facilities like administrative and commercial centres, industrial centres, schools, mosque, temples, hotel, bank, market, cinema, Police Station, Fire Brigade and Railway Station.

Senai is a sub-centre having the airport and railway facilities besides other essential facilities.

(cont'd on sheet 4)

LICENCED AUCTIONEER & APPRAISER. STATE OF JOHORE, MALAYSIA.

P 92

Valuation
Report
of Chong Kim
Seng & Co.

19th October
1979 (Cont'd)



鍾建城拍賣估價館 CHONG KIM SENG & CO.,

No. 32, JALAN SEGGET, JOHORE BAHRU, JOHORE. TEL: 23634
& AT - BATU PAHAT, - KUANTAN, - SEREMBAN, MALAYSIA.

Your Ref:

Our Ref:

Date:

- sheet no. 4 -

P 92

Valuation
Report of
Chong Kim Seng
& Co.

19th October
1979 (Cont'd)

ZONING AND USER.

The area in which the subject property is situated falls in the gazetted area land use zoning plan. However the predominate land use in the neighbourhood is residential and commercial. Therefore we assume that the present use as at 31.7.75 in the category of residential conforms to the permissible use.(as at 31.7.75)

HIGHEST AND BEST USE.

Based upon an analysis of the prevailing land usage in the neighbourhood and the property itself, we are of the opinion that housing development would represent "the highest and best use".

CONDITION OF THE PREMISES.

As at 31.7.75 ~~stands~~ a single storey house on Lot 6025 and known as No.681,Kulai Besar,Kulai,Johore.

The construction is of cement floor,brick walls,asbestos sheets ceiling with tile roof. It was constructed in the year 1966 having the built-in area of 3000 square feet.

It consists of 4 bedrooms,one study room,one hall cum dining room, kitchen,toilet,servant room with two carperch.

VALUATION.

The valuation for sale is the basic property valuation and its importance was increased and by no means reduced by the passing of the Town and Country Planning Act. This Act had many far-reaching effects on property and property values.

The present rigid code of planning law requiring permission for any form of development has clearly therefore had material effects on the value for sale. Planning permission may make land very valuable.

The land is ripe for building potential as it is in the residential zone. If structure when erected, there will be an economic return by reason of the demand for it.

We note that comparable land with ripe potential for medium density residential development on areas of 5 to 10 acres around the property has been transacted at around \$2.00 to \$4.00 per square foot as at 31.7.1975.

The variation in prices depend on location,terrain,shape and size of the land. In the absence of the layout and planning permission as at 31.7.75 we therefore value the land at \$3.00 per square foot.

(cont'd on sheet 5)

LICENCED AUCTIONEER & APPRAISER. STATE OF JOHORE, MALAYSIA.



鍾建城拍賣估價館 CHONG KIM SENG & CO.,

No. 32, JALAN SEGGET, JOHORE BAHRU, JOHORE. TEL: 23634
& AT - BATU PAHAT, - KUANTAN, - SEREMBAN, MALAYSIA.

Your Ref:

Our Ref:

Date:

- sheet 5 -

VALUATION.(cont'd)

Premised on the foregoing and with due consideration to all factors relevant to our valuation, we therefore value the property above referred to in the following manner:

(a) LAND.

Lot 6025 area 5A.0R.00P = 217,800 Sq.Ft.
valued at \$3.00 per square foot: \$653,400.00

(b) PREMISES.

House No.681,Kulai Besar,Kulai,Johore
(single storey detached house) \$ 48,000.00

TOTAL VALUE OF THE WHOLE PROPERTY \$701,400.00

CERTIFICATE OF VALUATION.

We hereby certify that in our opinion that the sum of Dollars Seven Hundred and One Thousand and Four Hundred only (\$701,400.00) represents the fair market value of the said property appraised as at 31.7.1975.

CHONG KIM SENG B.Sc.
Licensed 1st. Class Appraiser & Auctioneer
State of Johore, Malaysia

LICENCED AUCTIONEER & APPRAISER. STATE OF JOHORE, MALAYSIA.



鍾建城拍賣估價館 CHONG KIM SENG & CO.,

No. 32, JALAN SEGGET, JOHORE BAHRU, JOHORE. TEL: 23634
& AT - BATU PAHAT, - KUANTAN, - SEREMBAN, MALAYSIA.

Your Ref:

Our Ref:

Date:

- sheet 6 -

ADDENDUM.

We have made a thorough inspection of the land on 15th October, 1979 and due to the former single storey bungalow no. 681 was demolished, we found some difficulty in identifying the land. The land itself in particular and the surroundings have been converted from agriculture to housing development. After continuous effort we succeeded in identifying same.

The land referred to (Lot 6025) changed hands some time from August 1975. It was transferred from the registered proprietress Madam Tara Rajaratnam to a Housing Development Company.

We observed that the whole land is now turned into housing estate. Planning Permission was approved by the State Planning Department (Jabatan Perancang Bandar dan Desa) under reference J.7/146/76/1 and J.7/5144 for residential and semi-commercial consisting of 70 units, that is, 10 single storey shophouses, 28 terrace houses, 30 low cost houses and 2 semi-detached houses to be erected on the land. The construction is in progress and the volume of work completed is about 60%.

CHONG KIM SENG B. Sc.
Licenced 1st. Class Appraiser & Auctioneer
State of Johore, Malaysia.

LICENCED AUCTIONEER & APPRAISER. STATE OF JOHORE, MALAYSIA.

P 92
Valuation
Report of
Chong Kim Seng
& Co.
19th October
1979 (Cont'd)

Our Ref: CKHT/ OG 415545-08/AMA.

Your Ref: (15) F.114/70/2a.

Jabatan Hasil Dalam Negeri,
Cawangan Tidak Bermastautin,
Tingkat 16, Blok 8A,
Komplek Bangunan Kerajaan,
Jalan Duta, Kuala Lumpur.

P 106

LETTER, INLAND REVENUE
TO SUPPIAH & SINGH

Date:13/2/81.....

Messrs. Suppiah & Singh,.....
2D Jalan Ah Fook,.....
Johore Bahru.....
.....

Tuan/Puan,

Real Property Gains Tax

Property: Lot No 6025, C.T. 13817.....
Township of Johore Bahru.....
Disposer(s) Mr. Arul Chandran.....

The tax computation in respect of the disposal of the above property is as
shown below.

2. The tax payable should be remitted immediately under the reference
CKHT/OG 415545-08..... to the KETUA PENGARAH HASIL DALAM NEGERI, CAWANGAN
PUNGUTAN, BAHAGIAN CKHT, PETI SURAT 1061, KUALA LUMPUR on receipt of the
Requisition (CKHT 3) which will be issued soon.

"BERKHIDMAT UNTUK NEGARA"

Saya, yang menurut perintah,

Alzalip Mohd. Ali
(ALZALIP MOHD. ALI).

b.p. Pen. Pengarah Kanan Hasil Dalam Negeri,
Cawangan Tidak Bermastautin.

Computation:	Disposal price	361,113
	Less Acquisition price	220,000
	Stamp fees	7,338
	Survey fees	13,850
	Degging of Lots	3,500
		<u>244,688</u>
	Chargeable gains	116,425
		=====
	Tax thereon on 116,425 @ 40%	=\$46,570.00
		=====

RECEIVED

DATE 16 FEB 1981

TIME 11-25 am

P 96
SEARCH REPORT BY LAND & MINES DEPT.
SALINAN SAH

STATE OF JOHORE

CERTIFICATE OF TITLE

(Schedule 2(IV) Section 63 A of the Land Enactment)

No. 13817

P 96

Search Report
by Land &
Mines
Department
10th August
1981

10 Presentation No. 188641 Register of certificates of title
Volume CXXXIX Folio 17 Annual Rent \$ NIL.

Neo Sze Tseng 10,000/73387 share, Ng Kim Lian 5000/73387 share,
Choo Ah Moy alias Chai Siew Lan 5000/73387 share, K.V. Devan
5000/73387 share, Chai Kong Kee 5000/73387 share, Yeo Hon Chu
5000/73387 share, Lan Thuan Gok alias Lau Thiau Yok alias Lew Chin
Kue 5000/73387 share, Foo Fah 5000/73387 share, Kok Way 5000/73387
share, Chew Tai 5000/73387 share, Tan Chor Chin 5000/73387 share,
20 Ng Siew Kim alias Chew Neo (f) 5000/73387 share, Choo Ngee (f)
5000/73387 share and Chua Siew Shing 3387/73387 share

30 * are proprietors subject to the conditions and agreements expressed
or implied in + Mly. Gt. 2220 and to such restrictions in interest
expressed therein and shown by memorial hereon, and to such registered
interests as are shown by memorial hereon and to the payment of the
annual rent of dollars Nil.
of all that piece of land being lot No. 6025 in the Mukim of
Senai Kulai in the district of Johore Bahru containing by measurement
5 Acres 0 Rood:00Pole more or less which said piece of land with
the dimensions, abutments and boundaries thereof is delineated on revenue
survey plan No. 28191 deposited in the office of the Chief Surveyor
for the State of Johore being part of the land originally alienated
under the said Malay Gt. 2220 to Chan Joo Neo.

IN WITNESS WHEREOF I have hereunto signed my name)
and affixed my seal at Johore Bahru in the State of Johore)
this 20th. day of June, one thousand nine hundred and)
sixty four at 9.30 a.m.)

(L.S.) Sgd. Illegible

.....

Commissioner of Lands and Mines,
Johore.

Last preceding Certificate of Title No 2727
now cancelled. Dated this 20th. day of June, 1964

(L.S.) Sgd. Illegible
.....

P 96
Search Report
by Land & Mines
Department
10th August
1981
(Cont'd)

10 No. 193335 Register of Transfer Bk. CCCCXVI Fol. 27
From Chua Siew Shing, Choo Ngee, Ng Siew Kim @
Chew Neo (f), Tan Chor Chin, Chew Tai, Koh Way,
Foo Fah, Lan Thuan Gok @ Lau Thiau Yok @ Lew Chu Kue,
Yen Hon, Chai Kong Kee, Choo Ah Moy @ Chai Siew Lan,
Ng Kim Lian and Neo Sze Tseng of their 68387/73387
To K.V. Devan who thus becomes the sole owner of this
land.
Produced & Entered at Johore Bahru at 10.27 o'clock
in the fore noon 23rd. Dec. 1964

(L.S.) Sgd. Illegible
.....

20 No. 194927 Register of Transfer Bk. CCCLXIX Fol. 179
From K.V. Devan
To Tang Hon Loong
Produced & Entered at Johore Bahru at 10.34 o'clock
in the fore noon 7th. March, 1965.

(L.S.) Sgd. Illegible
.....

20 MAR 1965.

No. 203048 Register of Transfer Bk. CCCLXXXVIII Fol. 24
From Tang Hon Loong
To Tara Rajaratnam (f)
Produced & Entered at Johore Bahru at 12.17 o'clock
in the after noon 29th. December, 1965.

30 (L.S.) Sgd. Illegible
.....

No. 3060/67 Register of Charges Bk. 126 Fol. 72
From Tara Rajaratnam (f)
To Chung Khai Bank Limited
Produced & Entered at Johore Bahru at 9.51 o'clock
in the fore noon 6th. July, 1967.

(L.S.) Sgd. Illegible
.....

8 JUL 1967.

No. 4686/67 Register of Charge Bk. 127 Fol. 89
From Tara Rajaratnam
To Chung Khiaw Bank Limited
subject to charge Bk. 126 Fol. 72
Produced & Entered at Johore Bahru at 11.30
O'clock in the fore noon 10th. Oct. 1967.

P 96
Search Report
by Land &
Mines
Department
10th August
1981 (Cont'd)

(L.S.) Sgd. Illegible
.....

24 OCT 1967.

10 No. 7531/72 Register of Charge Bk. 170 Fol. 97
From Tara Rajaratnam (F)
To Chung Khiaw Bank Limited
Produced & Entered at Johore Bahru at 10.51
O'clock in the fore Noon 9th. November, 1972.

(L.S.) Sgd. Illegible
.....

20 Perserahan Bil. - Caveat Jilid 41 Fol. 82
Caveat Persendirian/Pemegang Lien mengikat
kesemua tanah ini bahagian yang tidak dipecahkan
bagi
Dimasukkan Oleh Pakrisamy Suppliah
pada pukul 11.25 pagi/petang pada 3 haribulan
February, 1975.
PTG(R) 20/75

(L.S.) Sgd. Illegible
.....

15 FEB 1975

30 The above caveat Vol. 41 Fol. 82
Pres. No. - is hereby withdrawn
Vide Withdrawal of Caveat Vol. 41 Fol. 192
Pres. No. -

Dated this 22nd. day of July, 1974
PTG(R) 20/75.

(L.S.) Sgd. Illegible
.....

26 JUL 1975.

40 Perserahan Bil. 4537/75 Melepaskan Gadaian Jilid 120
Fol. 14 Bagi Gadaian Per. No. - Jilid 127 Fol. 89
Dilepaskan Oleh Chung Khiaw Bank Ltd.
Didaftarkan pada 22 haribulan July, 1975
pada pukul 10.00 pagi/petang

(L.S.)
.....

2 AUG 1975

Perserahan Bil. 4538/75 Melepaskan Gadaian Jilid 120
Fol. 15 Bagi Gadaian Per. No. - Jilid 170 Fol. 97
Dilepaskan oleh Chung Khiaw Bank Ltd.
Didaftarkan pada 22 haribulan July, 1975
Pada pukul 10.01 pagi/~~petang~~.

(L.S.)
2 AUG 1975

P 96
Search Report
by Land & Mines
Department
10th August
1981 (Cont'd)

10

Perserahan Bil. 4539/75 Melepaskan Gadaian Jilid 120
Fol. 16 Bagi Gadaian Per. No. - Jilid 126 Fol. 72
Dilepaskan oleh Chung Khiaw Bank Ltd.
Didaftarkan pada 22 haribulan July, 1975.
pada pukul 10.02 pagi/~~petang~~.

(L.S.)
2 AUG 1975.

20

No. 4540/75 Daftar P/milik Jilid 612 Fol. 7
Daripada Tara Rajaratnam (P) - semua bahagian
Kepada Pakrisamy Suppiah
Didaftarkan di Johor Bahru pada pukul 10.03
pagi/~~petang~~ 22 hb. July, 1975.

(L.S.) Sgd. Illegible
.....

No. 4983/75 Daftar P.Milik Jilid 614 Fol. 21
Daripada Pakrisamy Suppiah atas semua bahagian
Kepada Arul Chandran
Didaftarkan di Johor Bahru pada pukul 9.40
pagi/~~petang~~ 10hb. August, 1975.

(L.S.). Sgd. Illegible
.....

30

26 AUG 1975.

Perserahan Bil. - Caveat Jilid 45 Fol. 17
Caveat Persendirian/~~Pemegang Lien~~ mengikat
kesemua tanah bahagian yang tidak dipecahkan
bagi
Dimasukkan oleh Tara Rajaratnam pada pukul 9.20 pagi/
~~petang~~ 16 haribulan May, 1976.

Dipotong di bawah
Seksyen 326 K.N.T.
PTG(R) 205/76

PTG(R) 205/76
(L.S.) Sgd. Illegible
.....
17 JUN 1976.

(L.S.)

Perserahan Bil. Caveat Jilid 49 Fol. 58
Caveat Persendirian/Pemegang Lien mengikat
kesemua tanah bahagian yang tidak dipecahkan
bagi.....
Dimasukkan Oleh Tara Rajaratnam pada pukul
10.20 pagi/petang pada 7 haribulan February, 1977

PTG(R) 205/76.

(L.S.) Sgd. Illegible
.....

P 96

Search Report
by Land & Mines
Department

10th August
1981 (Cont'd)

Land Surrender Vol. 29 Fol. 82
Land Surrendered this 11th. day of May, 1977
at 9.20 am.
I.D.T. produced and destroyed by me.
PTG. 9/76-55.

(L.S.) Sgd. Illegible.
.....



issued under the provision of Section 380A
of the National Land Code and certified as
true and correct

Disediakan Oleh :

(FUZIAH BTE ABDUL AZIZ)

Disemak Oleh :

(HALIDAH BTE OTHMAN)

Dikeluarkan pada: 10hb. Ogos, 1981.

LETTER, PARAM & ASSOCIATES TO SUBRA NAICKER & CO.



Param & Associates

CHARTERED VALUATION SURVEYORS
PROPERTY MANAGERS & ESTATE AGENTS
REGISTERED SURVEYORS

Block 708,
Tingkat 7,
Bangunan Tan Kim Chua,
Jalan Meldrum,
Johor Bahru.
Tel: 22761

K. PARAMPATHY
MISM, FRICS

巴兰产业估价事务所
英国特许估价师
土地产业估价及管理业务

Bilangan Kami: V81/11341
your ref: SPN/LHM/56/77

P 112

Letter
Param & Associates
to Subra Naicker
& Co.

11th August 1981

11 August 1981

M/s. Subra Naicker & Co.
Advocates & Solicitors
No. 45, Jalan Ibrahim
Johor Bahru

Dear Sirs,

Re: Lot 6025, CT 13817, Mukim Senai-Kulai.

District of Johor Bahru

We refer to your letter dated 27 July 1981.

We have now completed our searches at the relevant Government departments on various matters relating to the above mentioned property, and are pleased to report in a manner as tabulated below:-

(a) Layout Plan

A Layout Plan in consideration of a proposed housing/commercial development on lot 6025 was submitted to the Town and Country Planning Department of Johor on 30 March 1976. The Layout



P 112
Letter
Param &
Associates to
Subra Naicker
& Co.
11th August
1981 (Cont'd)

Plan was approved by the Planning Department on 3 May 1976. The file ref. no. for the application is J7/5144F and the plan ref. no. is J7/146/76.

The above Layout Plan was subsequently amended prior to subdivision approval to allow for the 40% low cost development as required by the State Authority.

The final approved Layout Plan is shown in Appendix I attached. It provides for the following proposed building plots :-

Shophouses	:	10 units
Semi-detached dwellings	:	2 units
Terrace dwellings	:	28 units
Low cost dwellings	:	30 units
		<hr/> 70 units

10

(b) Subdivision and Conversion

Lot 6025 was approved for subdivision and conversion into 70 building plots mentioned above by the State Authority vide Commissioner of Lands and Mines letter ref. no. PTG 9/76-55 dated early 1977.

The original title to lot 6025 was surrendered to the Commissioner of Lands and Mines (Pengarah Pejabat Tanah dan Galian) on 11 May 1977, and individual Qualified Titles to the 70 subdivided plots were issued by way of realienation on the same date.

20

Title nos. and lot nos. of the subdivided plots together with the type of users are as follows:-

<u>Title Nos.</u> (HSD)	<u>Lot Nos.</u> (PTD)	<u>Type</u>
20382-20391	2062-2071	Shophouse
20392-20421	2072-2101	Dwelling (terrace and semi detached)
20422-20451	2102-2131	Dwelling (low cost)

30

11th August 1981

(Cont'd)

3.

**Param & Associates**(c) Building Plans

Building plans for the above mentioned premises were submitted to the Local Council of Kulai on 13 October 1976 and approval was obtained later.

The plans provide for the following types of construction:-

Shophouses	-	double storey
Semi-detached dwellings	-	double storey
Terrace dwellings	-	double storey
Low-cost dwellings	-	single storey

10 We trust the above information provided is to your satisfactory requirement. Kindly let us know should you require any further details.

We also enclose herewith our bill of charges for undertaking the above searches. Your early settlement of the bill will be most appreciated.

Yours faithfully,

P. Naicker

PARAM & ASSOCIATES
CHARTERED VALUERS & ESTATE AGENTS
REGISTERED SURVEYORS



Param & Associates

CHARTERED VALUATION SURVEYORS
PROPERTY MANAGERS & ESTATE AGENTS
REGISTERED SURVEYORS

Block 708,
Tingkat 7,
Bangunan Tan Kim Chua,
Jalan Meldrum,
Johor Bahru.
Tel: 22761

K. PARAMPATHY
MISM, FRIUS

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D 30
Valuation
Report of
K. Parampathy
12th
September
1981

Bilangan Kami:

I, K.PARAMPATHY of No. 2, Jalan Timah Sari, Johor Bahru, am 39 years of age and am by profession a Chartered Surveyor - being a Fellow of the Royal Institution of Chartered Surveyors, United Kingdom. I am the sole Principal of Param & Associates, a firm of Chartered and Registered Surveyors operating from Suite 708, 7th Floor, Merlin Tower, Jalan Meldrum, Johor Bahru.

I have had 12 years post qualifying experience in valuation and management of various categories of landed assets having qualified in 1969, the experience being gathered while in the service of the Valuation Division, Ministry of Finance, Malaysia, up to October 1975, the Port of Singapore Authority up to May 1978, and in private practice in Johor Bahru up to the current date.

I have in the recent past appeared as an expert witness on Valuation and Land Acquisition matters in the undermentioned references :-

- | | | |
|-----------------------------|---|---|
| (1) High Court, Penang | - | Land Reference No. 23/1977 heard on 15 April 1981 |
| (2) High Court, Melaka | - | Land Reference No. 1/1975 heard on 2 and 3 February 1981 |
| (3) High Court, Johor Bahru | - | Civil Suit No. 191/75 heard on 25 January 1981 |
| (4) High Court, Melaka | - | Land Reference No. 5/1978 heard on 16 and 17 September 1980 |



LOT 6025, C.T. 13817, MUKIM SENAI-KULAI.

D 30

Valuation Report of
K. Parampathy

12th September 1981
(Cont'd)

I have been requested to study and report if the price of \$220,000 paid for Lot 6025, C.T. 13817, Mukim Senai-Kulai, was a fair and reasonable attribute of its market value as at the following dates :-

1e. 30 March 1974

&

5 July 1975

The property is of freehold tenure, with a titled area of 5ac. 0r. 0p. It is located at about the 19 m.s. of the Johor Bahru - Kulai trunk road and lies within the Kulai Selatan Town Board boundary. The property abuts onto the eastern side of the road and is sandwiched to its rear by the north - south railway line.

Enquiries reveal that Lot 6025, at the relevant dates was under an agricultural user, planted upon with fruit trees. The land was generally flat at its fore along the trunk road, but with a slope downwards at the rear.

A permanent brick and tile bungalow was reported to have been erected on part of the land.



In effecting the valuation, I inspected the relevant property and made a study of other properties in the Kulai locality which in my opinion provide the most suitable comparisons.

10 I considered that the subject property was potential development land with prospective commercial user along its frontage areas and residential to the rear. This assumption was in line with developments both old and recent which had already settled in the immediate neighbourhood. As regards the building on the land, no separate value has been attached to it since the subject property has been valued not on agricultural user, but on the basis of a more intensive use in keeping with neighbourhood developments. If only agricultural value was accorded to the property, the value of the building would then have to be considered.

In estimating the reasonableness of the price paid for the subject property, I have adopted the comparative approach, that is recorded evidences of comparable properties in and around the locality between the period 1973 - 1977.

20 The available evidences for the above mentioned period indicate that lands with good prospects of development were being recorded in the range of \$24,000 to \$37,000 per ac.



Account has also been taken of the development trend in the Kulai area, where newer housing estates were being attracted to the north west ie. along those parts of Kulai Besar nearer the 19½ m.s. and Kulai Baru, at the 21 m.s., of the Johor Bahru - Kulai road and the north east along the Kulai - Kota Tinggi road.

D 30
Valuation
Report of
K. Parampathy
12th September
1981 (Cont'd)

Guided by the listed evidences and above factors, I consider the value of \$220,000 ie. \$44,000 per ac., for the subject property, as at 30 March 1974 not to have been unreasonable.

10 In respect of the valuation as at 5 July 1975, the evidences and market studies show that property values had reached their peak around the end of 1973 and early 1974, with the property market providing for general stabilization thereafter. Accordingly, it is my opinion that the value for 5 July 1975 will be no different for that of the earlier value.

Values of properties in South Johor continued without significant changes until late 1977, when thereafter price appreciations were noted.


K. PARAMPATHY MIS(M), FRICS
CHARTERED AND REGISTERED
SURVEYOR

12 SEPTEMBER 1981

P. 110

PROPOSED AGREED FACTS

'PROPOSED' AGREED FACTS

P 110

Proposed
Agreed Facts

3. That the transaction on 30.3.74 had come about because the Plaintiff's brother-in-law one Dr. Das was unable to pay his overdraft with the Hongkong and Shanghai Bank in Singapore guaranteed by the First Defendant on 8.10.73 for the sum of \$120,000.00.

P27
P 27

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

SUPPIAH & SINGH
ADVOCATES & SOLICITORS
2-D, JALAN AN FOUK,
JOHORE 41000.

P 27

Letter

Suppiah & Singh
to Chung Khiaw
Bank

12th March 1974

12th March 4.

134 120/74 SU.

Messrs Chung Khiaw Bank Limited,
Kulai,
Johore.

Dear Sirs,

We act for Madam Tara Rajaratnam who had been given overdraft facilities up to a maximum of \$110,000.00 by your Bank in 1966 on a Charge of her property. The overdraft account is being operated by her husband Mr. K.V. Devan (Account No. 146) of 681 Kulai Besar, Kulai.

10 As our client wishes to pay off the Charge by charging the said property for an increased amount, we would appreciate it very much if you could let us have a statement showing the amount due to your Bank and the title deeds to the property on our usual undertaking for the above purpose.

Yours faithfully,



c.c.

Madam Tara Rajaratnam,
Kulai Besar, Kulai,
Johore.

Mr. K.V. Devan,
Kulai Besar, Kulai,
Johore.

P 28

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

00000
00000

銀行 CHUNG KHIAW

4 KULAI DESAI KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGKHIANK

Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore Bahru

AR REGISTERED

P 28
Letter
Chung Khiaw Bank
to Suppiah & Singh
14th March 1974

YOUR REFERENCE	YOUR COMMUNICATION DATED	OUR REFERENCE	DATE
(134)F 10/74 SU	12-3-74	AC 146	14-3-74

Subject: Mr. K.V. Devan - C/A 146 - Legal Charge
on C.T. 13817 Lot 6025 Mukim of Senai-
Kulai in the name of Mdm. Tara Rajaratnam

10 Dear Sirs

With reference to your letter of 12th March 1974, we are to
advise that the balance of subject account with us as at 8-3-74
was \$103,658-44 (Dr.) with interest @ 11.5% per annum.

The above title deed and duplicate charges are enclosed for
your preparing of discharge of charge.

Please acknowledge receipt of this letter and the enclosures.

Yours faithfully

For CHUNG KHIAW
KULAI BRANCH

20

Officer-in-Charge

Encl.

RECEIVED
MAR 1974
10.10 Am.

P 29

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

P 29

Letter
Suppiah & Singh
to Chung Khiaw
Bank

16th March 1974

(170)F.10/74.kjp.

16th March, 4

AC 146

M/s. Chung Khiaw Bank Ltd.,
No. 4, Kulai Besar,
Kulai,
Johore.

Dear Sirs,

re: Mr. K.V.Devan - A/C 146 - Legal
Charge on C.T. 13817 Lot 6025
Mukim of Senai - Kulai in the
name of Madam Tara Rejargatnam

We thank you for your letter dated
14th March, 1974, and the enclosures.

Yours faithfully,



P 32

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

銀行 CHUNG KHIAW BANK



4 KULAI BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CARLE CHUNGKANK

M/s. Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore Bahru

P 32

Letter

Chung Khiaw
Bank to Suppiah
Singh.

10th June 1974

YOUR REFERENCE	YOUR COMMUNICATION DATED	OUR REFERENCE	DATE
(170)F.10/74.kjp.	12.3.74	AC 146	10-6-74

Subject: Mr. K.V. Devan - A/C 146 - Legal Charge
on C.T. 13817 Lot 6025 Mukim of Senai-
Kulai in the name of Tara Rajaratnam

Dear Sirs

10

Further to our letter of 14-3-74 and your letter of 16-3-74,
could you please let us know the present position of the
matter.

Yours faithfully

RECEIVED	
DATE	12 JUN 1974
TIME	10.40 Am.

P 33

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

(363) F.10/74.kjp.

AC 146

13th June, 4

P 33

Letter

Suppiah & Singh
to Chung Khiaw
Bank

13th June 1974

M/s. Chung Khiaw Bank Ltd.,
No. 4, Kulai Besar,
Kulai,
Johore

Dear Sirs,

re: Mr. K.V.Devan - A/C 146 - Legal
Charge on C.T. 13817 Lot 6025
Mukim of Senai - Kulai in the
name of Madam Tara Rejaratnam

We refer to your letter dated 10th
June, 1974.

We are in the course of preparing
the discharges of the charges and we
will send them to you for execution.

In the meantime please let us have
particulars of the person who has
powers to execute the discharges and
also a statement showing the amount due
including interest as at the 30th of
this month.

Yours faithfully,



P 80

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

崇僑銀行有限公司

古來分行

چونغ كياو بيثك برحد

CHUNG KHIAW BANK, LTD.

(INCORPORATED IN SINGAPORE)
KULAI BRANCH

No. 4, KULAI BESAR,
JOHORE.

M/s. Suppiah & Singh
Advocates & Solicitors
2D Jalan Ah Fook
Johore Bahru

Kulai,

(363)F.10/74.kjp.

13-6-74

AC 146

21-6-74

Subject: Mr. K.V. Devan - A/c 146 - Legal Charge
on C.T. 13817 Lot 6025 Mukim of Senai-
Kulai in the name of Tara Rajaratnam

Dear Sirs

With reference to your letter of 13th June 1974, we furnish
the following particulars for your information:-

- a) The name of attorney - Mr. Tan Ban Kim
- b) Registration number of Power of Attorney - 116/71
(Penang High Court)
- c) Date of registration of Power of Attorney - 25-3-71
(Penang High Court)

N.B. The Power of Attorney is presently lodged with
the Land Office, Johore Bahru for registration.

The schedule of repayment is enumerated as follows:-

Balance due to us @ 21-6-74	-	\$110,730-69
Interest chargeable from		
26-5-74 to 30-6-74 at 12.5%	-	1,384-13
Total to be due to us @ 30-6-74		\$112,114-82
(provided there is no transaction		-----
up to 30-6-74)		

As from 1-7-74 interest would be charged @ \$38-93 per day.

Yours faithfully

CHUNG KHIAW BANK, LTD.
KULAI BRANCH

Officer-in-Charge

P 34

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

銀行 CHUNG KHIAW BANK



4 KULAI BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGBANK

M/s. Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore Bahru

P 34

Letter
Chung Khiaw
Bank to
Suppiah & Singh
20th July 1974

YOUR REFERENCE	YOUR COMMUNICATION DATED	OUR REFERENCE	DATE
(363)F.10/74.kjp.	13-6-74	AC 746	20-7-74

Subject: Mr. K.V. Devan - Legal Charge on
C.T. 13817 Lot 6025 Mukim of Senai-
Kulai in the name of Tara Rejaratnam

Sirs

10

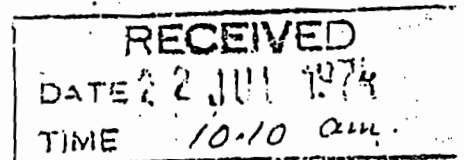
Reference to your letter of 13th June 1974 and further to our
letter of 14th March 1974 and 10th June 1974, could you please
let us know the present position of the redemption of the above
property.

Yours faithfully

For CHUNG KHIAW BANK LTD.
KULAI BRANCH

Officer-in-Charge

c.c. Mr. K.V. Devan
681 Main Road
Kulai Besar
Kulai



P 81

LETTER, CHUNG KHIAW BANK
TO K.V. DEVAN

崇僑銀行有限公司

古來分行

چوڻگ کياو بيڻڪ برحد

CHUNG KHIAW BANK, LTD.

(INCORPORATED IN SINGAPORE)
KULAI BRANCH

No. 4, KULAI BESAR,
JOHORE.

Mr. K.V. Devan
681 Main Road
Kulai Besar
Kulai
Johore

R/S *Kulais*,
KULAI

19

19-8-74

Subject: Excess Overdraft of Your Account No. 146

Sir

We refer to M/s. Suppliah & Singh, Advocates & Solicitors' letter of 13th June informing us of your intention to redeem the property charged to us, however, after supplying the relevant information as requested and our subsequent letters to you, there seems to be no response from your goodself. For your kind information the balance owing to us to-date is \$113,265-24. You, in fact, exceeded the approved limit of OD granted to you by \$15,800-24.

With regards to your proposed redemption, could you kindly let us know the actual situation or alternately, we would suggest that in view of the cordial relationship the Bank has with you, we would agree to your liquidating the excess amount by monthly instalments of \$5,500-00 per month until you have finalised your plan to have the said property discharged.

Your account has been stagnant and interest is accumulating, unless there is a positive proposal from your end, we will have no alternative but to proceed to recover the overdraft granted to you without any further notice.

We would be much obliged to receive an immediate reply.

Thank you.

Yours faithfully
For CHUNG KHIAW BANK, LTD.
KULAI BRANCH

Officer-in-Charge

858

P 82

LETTER, CHUNG KHIAW BANK
TO K.V. DEVAN

宗僑銀行有限公司

古來分行

چونغ کياو بیغک برحد

CHUNG KHIAW BANK, LTD.

(INCORPORATED IN SINGAPORE)
KULAI BRANCH

No. 4, KULAI BESAR.
JOHORE.

P 82

Letter

Chung Khiaw Bank
to K.V. Devan

16th September
1974

ABLE ADDRESS:
"CHUNGBANK"

Mr. K.V. Devan
681 Kulai Besar
Kulai

Kulai, 19

16-9-74

Subject: Excess overdraft of Your Account No. 146

Sir

We refer to our letter of 19th August 1974 and regret to advise that you have only effected a payment of \$2,055-95 on 6-9-74 to your account instead of the agreed \$5,500-00 per month to liquidate the excess amount.

The balance of your account stands at \$112,429-36 today and has exceeded the approved limit of overdraft granted to you by \$19,446-36. As you have failed to comply with the above agreement, we would suggest that a further charge of \$30,000-00 be made on the existing property mortgaged to us to cover the excess overdraft until such time when you can make a definite arrangement to liquidate the facility granted to you.

Your immediate reply herein is appreciated.

Yours faithfully



c.c. Division Manager, Overseas Branches HD
c.c. The Credit Officer, MCO

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P 83

LETTER, K.V. DEVAN
TO CHUNG KHIAW BANK

Res. Kulai 339
Office: J.B. 2120
&
J.B. 3425

K. V. Devan

681, Kulai Besar, Kulai, Johore.

20 - 9 - 1974.

P 83

Letter
K.V. Devan to
Chung Khiaw
Bank
20th September
1974

The Manager,
Chung Khiaw Bank,
No: 4, Kulai Besar,
Kulai, Johore.

Dear Sir,

Re: Excess Overdraft of
A/C 146

Your letter of the 16th instant is referred.

Owing to my present financial situation it is
regretted that the excess is necessary to be incor-
red.

10

I agree to create a further charge of \$30,000/-
in respect of the property as security.

Arrangements will be made by me to reduce the
total loan accordingly at the soonest.

20

I am informed that Mr. A. L. Loei, Advocate &
Solicitor of Room 401 & 402 D.C.B.C. Building,
Johore Bahru, is also on your Bank's panel of Soli-
citors. I have consulted him and he will be writing
to your Bank to the above effect and act on my
behalf.

Thanking you in advance towards your consideration.

Meanwhile, I remain,

Yours faithfully,

K.V. Devan
(K. V. Devan)

P 84

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

崇僑銀行有限公司

古來分行

چونگ کیاو بیغک برحد

CHUNG KHIAW BANK, LTD.

(INCORPORATED IN SINGAPORE)
KULAI BRANCH

No. 4, KULAI BESAR,
JOHORE.

P 84

Letter
Chung Khiaw Bank
to Suppiah &
Singh

25th October
1974

ADDRESS:
NGBANK

M/s. Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore Bahru

Kulai, 19

(170)F.10/74.kjp.

CA 146

25-10-74

Subject: Mr. K.V. Devan - Legal Charge on
C.T. 13817 Lot 6025 Mukim of Senai-
Kulai in the name of Madam Tara
Rajaratnam

10

Sirs

We refer to your letter of 16th March 1974 acknowledging the receipt of the above title and the duplicate charge.

As the discharge has not materialised, we shall be obliged if you could return the above documents to us immediately.

Yours faithfully

For CHUNG KHIAW BANK LTD

KULAI BRANCH



Officer-in-Charge

c.c. Senior Credit Officer
MCO

D 23

LETTER, CHUNG KHIAW BANK
TO K.V. DEVAN

Mr. K.V. Devan
681 Kulai Besar
Kulai
Johore

31-10-74

D 23

Letter
Chung Khiaw Bank
to K.V. Devan
31st October
1974

Subject: Confirmation of Stocks/Shares Pledged
With The Bank as Security

Sir

In connection with the audit of the accounts of our Bank, we would
be much obliged if you could confirm that the following stocks/
shares are correct at the close of business on 31st October 1974.

<u>Counter</u>	<u>Unit/Amount</u>	<u>Regtd Owner</u>
Malayan Banking Bhd	1,000	K.V. Devan
Sime Darby	1,000	- do -
Boustead	1,000	- do -
Haw Par	6,750	- do -
National Industries	2,000	- do -
Genting	1,000	- do -
C. Securities	1,000	- do -
Rothmans	1,000	- do -

Please confirm on the duplicate of this letter and return it to our
auditors by using the enclosed business reply envelope. If you dis-
agree with the details as set out above, kindly state your reasons
for disagreement.

Yours faithfully
For Chung Khiaw Bank Ltd

Authorized Signature

We confirm that the above
stocks/shares are correct.

Authorized Signature

P 35

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

(615)P.10/74.kjp. 12th November 4
CA.146

M/s. Chung Khiaw Bank Ltd.,
No. 4, Kulai Besar,
Kulai,
Johore.

P 35
Letter
Suppiah & Singh
to Chung Khiaw
Bank
12th November
1974

Dear Sirs,

re: Mr. K.V.Devan - Legal Charge
on C.T.13817 Lot 6025 Mukim
of Senni-Kulai in the name of
Madam Tara Rajaratnam

We thank you for your letter dated
25th October, 1974, and are to inform
you that steps are being taken to have
the property discharged within the
next 21 days.

Yours faithfully,

P 36

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

(639)F.10/74.kjp.
CA.146.

3rd Dec. 4

M/s. Chung Khiaw Bank Ltd.,
No. 4, Kulai Besar,
Kulai,
Johore.

P 36

Letter
Suppiah & Singh
to Chung Khiaw Bank
3rd December 1974

Dear Sirs,

re: Mr. K.V.Devan - Legal Charge
on C.T. 13817 Lot 6025 Mukim
of Senai-Kulai in the name of
Madam Tara Rajaratnam

Further to our letter dated 12th
November, 1974, we would appreciate it
very much if you could let us have a
statement showing the amount due including
interest as at the 8th of December,
1974.

Yours faithfully.



P. 37

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

銀行 CHUNG KHIAW BANK



4 KULAI BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGBANK

Suppiah & Singh
Advocates & Solicitors
No. 2D Jalan Ah Fook
Johore Bahru

P 37

Letter
Chung Khiaw Bank
to Suppiah &
Singh
4th December
1974

YOUR REFERENCE

YOUR COMMUNICATION DATED

OUR REFERENCE

DATE

(639)F.10/74/kjp.

3-12-74

CA.146.

4-12-74

Subject: Mr. K.V. Devan - Legal Charge
on CT 13817 Lot 6025 Mukim of
Senai-Kulai in the name of
Mdm. Tara Rajaratnam.

10

Sir

With reference to your letter of the 3rd December 1974, we are pleased to advise that the balance of subject account as at 8th December 1974 will be \$116,596-25 including interest thereon.

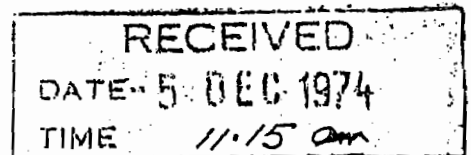
The interest charged from the 9th December 1974 will be at \$40-30 per day on O/D.

We shall be glad if you will send us your cheque for full settlement of the amount owing to us as soon as possible.

Thank you for your co-operation.

20

Yours faithfully



c.c Mr. K.V. Devan

P 38

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

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0001

銀行 CHUNG KHIAW BANK

4 KULAI BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGBANK

M/s. Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore Bahru

P 38

Letter

Chung Khiaw Bank
to Suppiah & Singh
9th December 1974

YOUR REFERENCE

YOUR COMMUNICATION DATED

OUR REFERENCE

DATE

(639/F.10/74/kjp.

CA 146

9-12-74

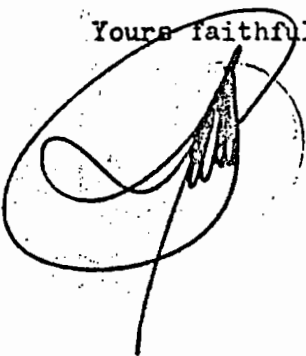
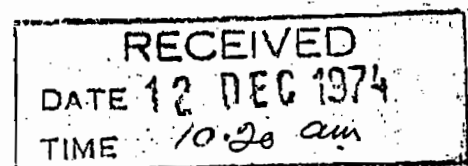
Subject: Mr. K.V. Devan - Legal Charge on CT 13817
Lot 6025 Mukim of Senai-Kulai in the name
of Mdm. Tara Rajaratnam

10 Sirs,

With reference to your letters of the 12th November and 3rd December and further to our letter of 4th December 1974, we shall be glad if you will send us your cheque for full settlement of the amount owing to us by the above gentleman as soon as possible.

Thank you for your kind co-operation.

Yours faithfully

A handwritten signature in dark ink, enclosed within a large, loopy oval. The signature itself is stylized and difficult to decipher, but appears to consist of several connected strokes.

銀行 CHUNG KHIAW BANK

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH190L
1000

KUALA BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGBANK

M/s. Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore Bahru

P 39

Letter
Chung Khiaw Bank
to Suppiah & Singh
26th December
1974

YOUR REFERENCE	YOUR COMMUNICATION DATED	OUR REFERENCE	DATE
(639/F.10/74/kjp.)		CA 146	26-12-74

Subject: Mr. K.V. Devan - Legal Charge on CT 13817
Lot 6025 Mukim of Senai-Kulai in the name
of Mdm. Tara Rajaratnam

Sirs

10 We refer to our letters dated 4th and 9th of December 1974 and to your letter of 3rd December 1974 requesting us to confirm the balance to be paid up to \$116,596-25 for discharge of the above property.

As this is the second time that we have been informed by you of our Customer's intention to repay the overdraft and have the property discharged and to which both have not materialised we have no alternative but to request you to return to us on receipt of this letter all title deeds and documents pertaining to the above property.

20 Thank you for your kind attention.

Yours faithfully



c.c. Mr. K.V. Devan

RECEIVED	
DATE	28 DEC 1974
TIME	10.20 am

P 40
LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

P 40
Letter
Suppiah & Singh
to Chung Khiaw
Bank
29th December
1974

(665)F.10/74 kjp.
CA 146

29th December, 4

M/s. Chung Khiaw Bank Ltd.,
No. 4, Kulai Besar,
Kulai,
Johore.

Dear Sirs,

re: Mr. K.V.Devan - Legal Charge on CT.13817
Lot 6025 Mukim of Senai-Kulai in the name
of Mdm. Tara Rajaratnam.

10 We thank you for your letter dated 26th December,
1974, and we are very sorry for the delay in settling the
matter.

We have, however, written to our clients to give
us instructions whether they would pay the balance due to
you on the charge and if we did not hear from them we
shall return all the title deeds within the next 10 days.

Yours faithfully,



c.c. to

Mr. Devan.

Please let us know the position on this matter.

P 41

LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

銀行 CHUNG KHIAW BANK



P 41

Letter

Chung Khiaw Bank to
Suppiah & Singh

21st January 1975

4 KULAI BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGHANK

Suppiah & Singh
Advocates & Solicitors
No. 2D Jalan Ah Fook
Johore Bahru

RECEIVED
DATE 25 JAN 1975
TIME 10.30 am

YOUR REFERENCE	YOUR COMMUNICATION DATED	OUR REFERENCE	DATE
(665)F.10/74 kjp	29-12-74	CA 146	21-1-75

Subject: Mr. K.V. Devan - Legal Charge on CT 13817
Lot 6025 Mukim of Sensai-Kulai in the name
of Mdm. Tara Rajaratnam.

10 Sirs

We refer to your letter of 29-12-74 undertaking to return to us all the title deeds pertaining to the above property if the amount due to us is not paid up within 10 days. As the period has passed could you please return to us immediately all the titles and documents on receipt of this letter.

20 As the matter has been delayed time and again since March 1974, we shall be much obliged if you could treat this matter as urgent in order that we may proceed with our work without any further delay.

Thank you for your kind co-operation.

Yours faithfully

c.c. Bank Solicitors
M/s. Yeow & Chin
Johore Bahru

Mr. K.V. Devan

P 42
LETTER, SUPPIAH & SINGH
TO CHUNG KHIW BANK

P 42
Letter
Suppiah & Singh
to Chung Khiaw
Bank
30th January 1975

(32) F.10/74.kjp.
CA 146

30th January,

5

M/s. Chung Khiaw Bank,
No. 4 Kulai Besar,
Kulai,
Johore.

A. R. REGISTERED

Dear Sirs,

re: Mr. K.V.Devan - Legal Charge on CT 13917
lot 6025 Mukim of Sensi-Kulai in the name
of Mdm. Tara Rajaratnam.

We thank you for your letter dated 21st January,
1975, and return herewith the following:-

- (a) Johore Certificate of Title No. 13817
Lot No. 6025.
- (b) Duplicate Charge dated 28-6-67
Pres. No. 3060/67.
- (c) Duplicate Charge dated 9-10-67
Pres. No. 4686/67.
- (d) Duplicate Charge dated 6-11-72
Pres. No. 7531/72.

Please acknowledge receipt.

Yours faithfully,

Encl:-

c.c.

Mr. K.V. Devan,
681, Main Road,
Kulai Besar,
Kulai.



P 43

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

P 43

Letter
Suppiah & Singh
to Chung Khiaw
Bank

2nd Febrary
1975

(37) P.10/74.kjp.
CA/146

2nd February, 5

M/s. Chung Khiaw Bank,
No. 4, Kulai Besar,
Kulai,
Johor.

Dear Sirs,

re: Mr. K.V. Devan-Legal Charge on CT.13917
Lot. 6025 Mukim of Senai Kulai in the name
of Mdm. Tara Rajaratnam (f)

10 We act for our Mr. Suppiah to whom the owner of the
above land Tara Rajaratnam had sold the property subject to the
three charges namely:- Presentation No. 3060/67, Charge Bk. 126
Folio 72 (2) Presentation No. 4686/67 Charge Bk. 127 Folio. 89
and (3) Presentation No. 5731/72 Charge Bk. 10 Folio. 97 made
by the said Tara Rajaratnam in your favour.

We would therefore appreciate it very much if you
could be good enough to send us the documents returned to you
under our letter to you dated the 30th of January 1975 in order
to prepare the necessary transfer and have it registered. We
undertake to return the said documents to you.

20 Our Mr. Suppiah is also making arrangements to raise
a loan to pay off the amount due to you on the said three charges
and interest and if he is successful in raising the said loan
then we would send you all monies due to you under the said
three charges and the Draft Discharge of Charge for your approval
and execution in due course.

Yours faithfully,

30 c.c.
Mr. K.V. Devan,
No. 681, Main Road,
Kulai Besar,
Kulai.



LETTER, CHUNG KHIAW BANK
TO SUPPIAH & SINGH

4 KULAI BESAR KULAI JOHORE MALAYSIA TELEPHONE 232 CABLE CHUNGBANK

M/s. Suppiah & Singh
Advocates & Solicitors
2-D Jalan Ah Fook
Johore BahruAGREED BUNDLE
P 44Letter
Chung Khiaw Bank
to Suppiah & Singh
3rd Febraury 1975

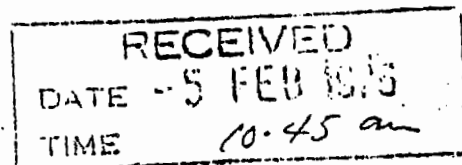
YOUR REFERENCE	YOUR COMMUNICATION DATED	OUR REFERENCE	DATE
(37) F.10/74.kjp	2-2-75	CA 146	3-2-75

Subject: Mr. K.V. Devan - Legal Charge on
CT 13917 Lot 6025 Mukim of Senai-Kulai
in the name of Mdm. Tara Rajaratnam

10. Sirs

We refer to your letter of 2-2-75 and are to advise that we shall send you the above document of title and the duplicate charges upon your full settlement of a sum of \$118,561-16 owing by the abovenamed plus interest to be charged at \$41-17 per day from 26-1-75 to the date of repayment.

Yours faithfully

c.c. Mr. K.V. Devan
681 Kulai Besar
Kulai

P 85

LETTER, CHUNG KHIAW BANK
TO YEOW & CHIN

P 85

Letter
Chung Khiaw Bank
to Yeow & Chin
6th February
1975

M/s. Yeow & Chin
Advocates & Solicitors
16-B 2nd Floor
Jalan Station
Johore Bahru

AR REGISTERED

YHC/Chye/0869/72

CA 146

6-2-75

Subject: Mr. K.V. Devan A/c 146 - Further
Charge of \$30,000-00 on CT 13817
Lot 6025 Mukim of Senai-Kulai in
the name of Tara Rajaratnam (f)

Sirs

We forward herewith the above document of title together with the
duplicate charges and shall be obliged if you will prepare a
further charge of \$30,000-00, making a total of \$110,000-00 on the
above property subject to the following conditions:-

- 1) further charge of \$30,000-00 is to cover interest
and excess overdraft of subject account only;
- 2) interest to be charged at 12.5% per annum;
- 3) all charges in connection with the charge are to
be borne by the chargor and that you are to protect
our interest in this matter; and
- 4) the property is to be further covered by fire insurance
up to the full insurable value by Malaysia Pacific Ins.
Co. Bhd.

Please acknowledge receipt of the enclosures.

Yours faithfully



Encl.

cc. Mr. K.V. Devan
681 Kulai Besar
Kulai

P 93
LETTER, YEOW & CHIN
TO K.V. DEVAN

P 93
Letter
Yeow & Chin
to K.V. Devan
19th February
1975

YHC/CF/DW/0869/72

19th February 1975

Mr. K.V. Devan,
76, Main Road,
Kulai, Johore.

Dear Sir,

Re: C.T. 13817 Lot 6025
Mukim Senai-Kulai.

We shall be obliged if you will
kindly arrange for Tara Rajaratnam to call
at our office to execute a further legal
Charge of \$30,000/- in favour of Chung Khiaw
Bank.

Yours faithfully,



P 86

LETTER, YEOW & CHIN
TO CHUNG KHIAW BANK

P 86

Letter
Yeow & Chin.
to Chung
Khiaw Bank
1st March
1975.

31

86

姚榮
大
律
師
館

Yeow & Chin
ADVOCATES & SOLICITORS
PEGUANG BELA DAN PEGUANG CHARA
Associated with A.S.E. Wee (Singapore)

姚宏昌 YEOW HONG CHONG LL. B. (Hons)
陳漢源 CHIN HON NGIAN LL. B. (Hons)
顏永智 GAN ENG CHEE B. Comm., Dip. B. Mgt.
曹勇發 CHOO YONG FATT Bar - at - Law



16-B, 2ND FLOOR, JALAN STATION,
JOHORE BAHRU.
TEL: 5546, 5588

Also at:
14B, 2ND FLOOR, JALAN SILANG,
KUALA LUMPUR.
TEL: 83863, 86928

When Replying Please Quote Our Reference

Our Ref: YHC/Chye/0869/72

Your Ref: CA 146

A.R. REGISTERED.

1st March, 1975.

The Manager,
Chung Khiaw Bank Limited,
Kulai, Johore.

Dear Sir,

Re: Mr. K.V. Devan a/c 146 - Further
charge of \$30,000-00 on C.T. 13817
Lot 6025, Mukim Senai-Kulai in the
name of Tara Rajaratnam

We wish to advise you that the abovenamed Tara
Rajaratnam has executed a legal charge in favour of
your Bank in respect of the above property to secure
an additional overdraft facilities of \$30,000-00 only
for principal granted by your Bank to be advanced to
account of Mr. K.V. Devan No. 146.

Overdraft facilities up to the said limit of
\$30,000-00 may now be released to the above current
account with your Bank.

Please instruct the insurance company to issue
the Charge together with the Bank endorsed as Chargee
therein a further fire policy in respect of the charged
property to the full insurable value thereof.

We forward herewith legal charge in quadruplicate
for your kind execution and return.

Yours faithfully,

c.c.
client.

Encl:

P 87

LETTER, CHUNG KHIAW BANK
TO YEOW & CHIN

P 87

Letter
Chung Khiaw Bank
to Yeow & Chin

4th March 1975

ATTENTION: MR. CHIN

M/s. Yeow & Chin
Advocates & Solicitors
16-B 2nd Floor
Jalan Station
Johore Bahru

AR REGISTERED

4-3-75

Subject: Further Charge of \$30,000/-
favouring Mr. K.V.Devan C/A 146.

Sirs

Thank you for your letter of 1-3-1975 and we return herewith
the charge forms duly signed by us.

We refer to paragraphs 1 and 2 of your letter and we would be
much obliged if you could clarify whether the charge is in line
with our letter to you dated 6-2-1975, stating that the further
charge amount is to cover any excess overdraft and interest only.

Please acknowledge receipt.

Thank you.

Yours faithfully



cc. Mr. K.V.Devan

P 94
LETTER, YEOW & CHIN
TO K.V. DEVAN

P 94
Letter
Yeow & Chin to
K.V. Devan
10th March 1975

YHC/CF/DW/0869/72

10th March 1975

Mr. K.V. Devan,
681, Kulai Besar,
Kulai, Johore.

Dear Sir,

Re: C.T. 13817 Lot 6025
Mukim of Senai-Kulai

.....

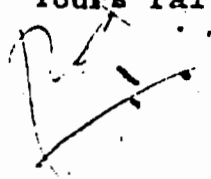
With reference to the above, we
are to inform you that we have presented
the documents for registration.

Kindly remit to us a cheque for
\$372-00 made up as follows :-

Stamp Duty	\$152-00
Search & Registration	20-00
Costs	200-00
	<hr/>
	\$372-00

Please let us hear from you.

Yours faithfully,



P 88

LETTER, YEOW & CHIN
TO CHUNG KHIAW BANK

P 88

Letter

Yeow & Chin
to Chung Khiaw
Bank

10th March 1975

姚
律
師
館

Yeow & Chin
ADVOCATES & SOLICITORS
PEGUAMSI BELA DAN PEGUAMSI CHARA
Associated with A.S.E. Wee (Singapore)



16-B, 2ND FLOOR, JALAN STATION,
JOHORE BAHRU,
TEL: 5566, 5588

姚宏昌 YEOW HONG CHONG LL. B. (Hons)
陳漢鵬 CHIN HON NGIAN LL. B. (Hons)
顏永祥 GAN ENG CHEE B. Comm., Dip. B Mgt.,
呂勇發 CHOO YONG FATT Bar - at - Law

Also at:
14B, 2ND FLOOR, JALAN SILANG,
KUALA LUMPUR, 01-19
TEL: 03065, 06720

CHEW WHYE JEE

When Replying Please Quote Our Reference

Our Ref: YHC/CF/L.. /0869/72

10th March 1975

Your Ref:

The Manager,
Chung Khiaw Bank Limited,
No. 4, Kulai Besar,
Kulai, Johore.

Dear Sir,

Re: Further Charge of \$30,000/-
Mr. K.V. Devan c/a 146
C.T. 13817 Lot 6025.

We thank you for your letter
of the 4th March 1975.

We are to inform you that in
paragraph 1, we mentioned that it was an
additional amount to the limit of \$30,000/-.
Therefore all in, the total limit is
\$110,000-00.

Yours faithfully,

LETTER, YEOW & CHIN TO
THE COMMISSIONER OF LANDS & MINES

Yeow & Chin
Advocates & Solicitors
Associated with A.S.K. Wee (Singapore)

16-B, 2nd Floor, Jalan Station,
Johore Bahru,
Tel: 5566, 5588.

Also at
14B, 2nd Floor, Jalan Silang,
Kuala Lumpur.
Tel: 83865, 86928

YEOW HONG CHONG LL. B(Hons)
CHIN HON NGIAN LL.B(Hons)
GAN ENG CHEE B. Comm.Dip. B. Mgt.
CHOO YOUNG FATT Bar-at-Law

Date, 13.3.1975

CHEW WHYEE JEE
Replying Please Quote Our Reference
Our Ref: YHC/CF/Dh/Q269/72
Your Ref:

High
24/6/24
24/2
1-3-24

The Commissioner of Lands & Mines,
Johore Bahru.

Dear Sir,

Re: Additional Charge on C.T. 13217
Lot 6025 Mukim Sennai-Kulai.

In connection with the above matter we enclose herewith the documents as set out hereunder for registration:


1. 2 copies of charge duly completed and stamped;
2. C.T. 13217, Lot 6025, Mukim of Sennai-Kulai.

I enclosed herewith \$15.00 for the payment of registration, noting and filing fee.

Please acknowledge receipt of the abovementioned documents and enclosure.

Yours faithfully,
Ed.(Illegible)

Certified true translation of Page 114
Exhibit P95, in Volume 2 in Federal Court Civil
Appeal Nos. 215 and 216 of 1982.


Name: Chew Whyee Jee
Designation: Advocate & Solicitor
Firm: Yeow & Chin

P 95

Letter
Yeow & Chin
to The
Commissioner
of Lands &
Mines

13th March
1975

P 45

LETTER, COMMISSIONER OF
LANDS & MINES TO YEOW & CHIN

Telephone Nos. 3368 & 3369
When replying please quote:
Pres. No. 1538/75
Your Ref: YHC/BF/DW/0869/75

Office
Commissioner for Lands & Mines,
Johore
P.O. Box 718
Johore Bahru: 20.3.1975

P 45

Letter
Commissioner of
Lands & Mines to
Yeow & Chin
20th March 1975

Messrs Yeow & Chin,
Advocates & Solicitors,
Johore Bahru.

Handwritten notes:
2-116/34
2-1/2
1-3-84

Charge on C.T. 13817.

Please be informed that the registration of the charge on
C.T. 13817 has been rejected because there is a caveat lodged on
the said Charge by Pakrisamy Suppiah in Volume 41 Folio 82.

Enclose and return herewith the following documents:

1. Charge document pres: 1538/75 in duplicate
together with the definition of refusal of
C.T. 13817.
- ii. C.T. 13817.

Please acknowledge receipt.

Sd. (Illegible)
(Mansorah Bte. Aris)
for Commissioner of Lands
& Mines, Johore.

Ibi/-

Certified true translation of Page 45
Exhibit P45, in Volume 2 in Federal
Court Civil Appeal Nos. 215 and 216 of 1982.

Maing Chuanee, Public Translator,
High Court Malaya,
Johore Bahru.

P 89

LETTER, CHUNG KHIAW BANK
TO K.V. DEVAN

Send notice of demand before 15/6/75

Mr. K.V. Devan
681 Kulai Besar
Kulai

P 89
Letter
Chung Khiaw Bank
to K.V. Devan
8th May 1975

8-5-75

Subject: Inactive and Excess Overdraft Account

Sir

Despite our several discussions and your promise to reduce your overdraft balance and activate your account with us, we regret to note that you have not made any effort to that effect.

Although we have assisted you in allowing you a further charge to cover the excess, there seems to be no mutual co-operation on your part.

10 Bearing in mind the existing relationship, we are making this final appeal to you to reduce your overdraft to below its original overdraft line i.e. you have to reduce your overdraft balance to at least \$100,000-00 within 30 days from date hereof.

If there is no response by then, we will have no alternative but to recall the facilities without any further reference to you.

Thank you for your kind attention and assuring you of our prompt and courteous service at all times.

Yours faithfully



王·蘇巴耶公司大律師

P 107
LETTER, P. SUPPIAH & CO.
TO R.S. BALAN & CO.

P 107
Letter
P. Suppiah & Co.
to R.S. Balan
& Co.
19th May 1975

P. SUPPIAH & CO.
ADVOCATES & SOLICITORS
P. SUPPIAH

PS/S/134/75
RSB.28.75.AN

19th May 1975

Messrs. R.S. Balan & Co.,
13th Floor, UIC Building,
5 Shenton Way,
Singapore 1.

Dear Sirs,

Suit No.1224 of 1975

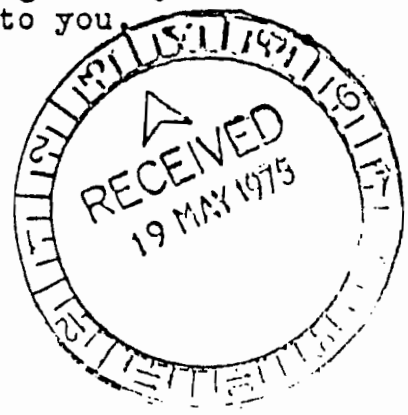
We enclose herewith by way of service on
you the following documents :

- (a) Order of Court dated the 5th day
of May 1975, and
- (b) Judgment for \$149,520/- and \$350/-
costs

in respect of the abovementioned Suit.

If your client fails to pay the amount due
to our client under the said Judgment within the
next 24 hours, execution proceedings or such other
proceedings as may be necessary will be taken
against your client without any further reference
to you.

Yours faithfully,



P 46

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

P 46

Letter
Suppiah & Singh
to Chung Khiaw
Bank
22nd June 1975

(245) F.10. 74.kjp.
CA/146.

22nd June,

5

The Manager,
M/s. Chung Khiaw Bank,
No. 4, Kulai Besar,
Kulai,
Johore.

Dear Sirs,

re: Mr. K.V. Devan-Legal Charge on C.T.13917.
Lot. 6025 Mukim of Senai Kulai in the name
of Mdm. Tarn Rajaratnam (f)

10 We refer to our letter dated the 2nd of February
1975 and your reply thereto dated the 3rd of February 1975.

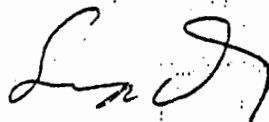
We would appreciate it very much if you could be
good enough to send us the Certificate of Title in respect
of the above property for the purpose stated in our said
letter to you.

We undertake:

- (a) to return the said Certificate of
Title as soon as it is registered, and
(b) to pay off whatever amount is due to
you on or before the 3rd of August 1975.

20 Kindly let us know the overdraft as at the date
you would be replying to this letter and the daily interest
thereafter.

Yours faithfully,



P 47

銀行 CHUNG KHIAW BANK LETTER, CHUNG KHIAW BANK
TO YEOW & CHIN



TELEPHONE 232 CABLE CHUNGKHIAW CODES PETERSON 380/4TH

M/s. Yeow & Chin
Advocates & Solicitors
16-B 2nd Floor
Jalan Station
Johore Bahru

P 47

Letter
Chung Khiaw Bank
to Yeow & Chin
26th June 1975

YOUR REFERENCE

YOUR COMMUNICATION DATED

OUR REFERENCE

DATE

26-6-75

Subject: Mr. K.V. Devan - Legal charge on
CT 13917 Lot 6025 Mukim of S_nnai-
Kulai in the name of Mdm. Tara
Rajaratnam (f)

Sirs

We refer to the conversation between your Mr. Yeow and our
Mr. Peter Tan on subject matter and the letter from M/s.
Suppiah & Singh dated 22-6-75, the photocopy of which is in
your possession.

The abovenamed customer is owing a sum of \$90,893-49 as at
25-6-75 and the daily interest hereafter will be at approximately
\$30-20 basing on the outstanding balance of \$90,893-49.

Please reply to M/s. Suppiah & Singh on our behalf and forward
them the above document of title and all other documents pertain-
ing to the legal and further charge for their necessary action.

Please let us have a copy of your communication with M/s. Suppiah
& Singh for our attention.

Yours faithfully

for CHUNG KHIAW BANK LTD.
KULAI BRANCH

BY ITS ATTORNEY

P 48
LETTER, SUPPIAH & SINGH
TO YEOW & CHIN

P 48
Letter
Suppiah & Singh
to Yeow & Chin
28th June 1975

(258) P.10/74 Su. 28th June, 5.

M/s. Yeow & Chin,
Advocates & Solicitors,
Johore Bahru.

Dear Sirs,

re: Mr. K.V.Devan-Legal Charge
on C.T.13917 Lot 6025 Mukim
of Senai Kulai in the name
of Mdm. Tara Rajaratnam (f)

We enclose herewith a copy of
letter dated 22nd June, 1975, which
we wrote to the Manager of Chung Khiaw
Bank, Kulai Besar, Johore.

Our Mr. Suppiah spoke to him
this morning and we were told that
the title to the abovementioned
property is with you. Please be
good enough to send it to us straight-
away.

Yours faithfully,

Encl:-



P 49

LETTER, YEOW & CHIN
TO SUPPIAH & SINGH

Yeow & Chin
ADVOCATES & SOLICITORS
PEGUAM2 BELA DAN PEGUAM2 CHARA
COMMISSIONER FOR OATHS
PESURUNJAYA SUMPAH



16-B, 2ND FLOOR, JALAN STATION,
JOHORE BAHRU.
TEL: 5566, 5588, 60160

Also at:
14B, 2ND FLOOR, JALAN SILANG,
KUALA LUMPUR, 51-19
TEL: 83845, 86928

姚宏昌 YEOW HONG CHONG LL. B. (Hons)
陳漢振 CHIN HON NGIAN LL. B. (Hons) M.P.
顏永智 GAN ENG CHEE B. Comm., Dip. B. Mgt.
曹勇發 CHOO YOONG FATT Bar - at - Law

謝懷一 CHEW WHYE JEE LL.B. (Hons)
林維仁 LIM CHEUN REN LL.B. (Hons)
林成沐 LIM SENG BOCK LL.B. (Hons)

When Replying Please Quote Our Reference

Ref: YHC/CF/0869/72

Our Ref: (245).F.10/74.kjp

28th June, 1975.

P 49 .
Letter
Yeow & Chi
to Suppiah
& Singh
28th June
1975

M/s Suppiah & Singh,
Advocates & Solicitors,
Johore Bahru.

Dear Sirs,

Re: K.V.Devan - C.T. 13917, Lot
6025, Mukim Senai-Kulai in
the name of Md.Tara Rajaratham

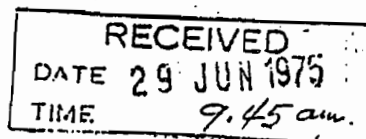
We act for M/s Chung Khiaw Bank Limited, Kulai
Branch and the registered owner of the above-mentioned
property.

We are instructed that upon your payment to us
as Solicitors for our clients the sum of \$140,000-00
within two weeks from the date hereof we undertake
to discharge the charge from the Bank and forward the
said title to you to enable you to prepare the transfer
of the said property.

Kindly let us hear from you soon.

Yours faithfully,

c.c.
CKB, Kulai
Madam Tara



P 50

LETTER, SUPPIAH & SINGH
TO YEOW & CHIN

P 50

Letter
Suppiah & Singh
to Yeow & Chin
29th June 1975

(261)P.10/74.kjp.
YHC/CF/869/72.

29th June,

5

M/s. Yeow & Chin,
Advocates & Solicitors,
Johore Bahru.

Dear Sirs,

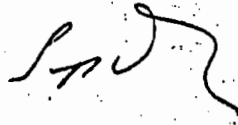
Re: K.V.Devan - C.T. 13917, Lot
6025, Mukim Senai-Kulai in
the name of Md. Tary Rajaratnam

10 We thank you for your letter dated the 28th of
June 1975 and refer to the telephone conversation our
Mr. Suppiah had with your Mr. Yeow this morning.

Kindly let us know the actual amount given by
the bank by way of overdraft including interest as at
to-day's date and what the daily interest would be
thereafter. We are sure it would not be \$140,000-00.
If the registered owner requires a further sum to bring
the figure up to \$140,000-00 please let us know what the
amount would be.

20 Incidentally the Manager of the Bank, Peter Tan,
had indicated to our Mr. Suppiah that he would agree to
the property being transferred subject to the existing
charges. Please confirm.

Yours faithfully,



P 51

LETTER, YEOW & CHIN
TO K.V. DEVAN

P 51

Letter
Yeow & Chin
to K.V. Devan
30th June
1975

YHC/WRM/0869/72

30th June, 1975.

Mr. K.V. Devan,
681, Kulai Besar,
Kulai, Johore.

Dear Sir,


Re: C.T. 13917, lot 6025,
Mukim Senai-Kulai in
the name of Mādam
Tara Rajaratnam.

Kindly call at our office upon your
receipt of this letter to see our Mr. Yeow
in respect of the above matter.

10

Please treat this as urgent.

Yours faithfully,



P 90

LETTER, SUPPIAH & SINGH
TO CHUNG KHIAW BANK

P 90

Letter
Suppiah & Singh
to Chung Khiaw
Bank

30th June 1975

6/ P. Suppiah
SUPPIAH & SINGH

TELEPHONE 2254

ADVOCATES & SOLICITORS,
COMMISSIONER FOR OATHS,
AND NOTARY PUBLIC

P SUPPIAH, S.M.J.
DATUK JAGINDAR SINGH

No. 2D, Jalan Ah Fook
Johore Bahru.
West Malaysia

OUR REF: No. (264) P.10/74.kjp. Date 30th June, 1975

YOUR REF: No. CA/146

蘇
巴
耶
及
星
大
律
師

The Manager,
M/s. Chung Khiaw Bank,
No. 4, Kulai Besar,
Kulai,
Johore.

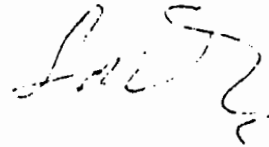
Dear Sir,

re: Mr. K.V. Devan-Legal Charge
on C.T.13917 Lot. 6025 Mukim
of Senai Kulai in the name of
Mdm. Tara Rajaratnam

We enclose herewith three letters
on the above subject to keep you
informed as to what is happening.

Yours faithfully,

Encl:-



10

P 52 LETTER, YEOW & CHIN TO SUPPIAH & SINGH

Yeow & Chin
ADVOCATES & SOLICITORS
PEGUANG BELA DAN PEGUANG CHARA
COMMISSIONER FOR OATHS
PESURUHJAYA SUMPAH



16-B, 2ND FLOOR, JALAN STATION,
JOHORE BAHRU.
TEL: 5566, 5588, 60160

Also at:
14B, 2ND FLOOR, JALAN SILANG,
KUALA LUMPUR, 01-19
TEL: 83845, 84728

姚宏昌 YEOW HONG CHONG LL.B. (Hons)
陳漢源 CHIN HON NGIAN LL.B. (Hons) M.P.
顏永智 GAN ENG CHEE & Comm., Dip. B. Mgt.
黃勇發 CHOO YOUNG FATT Bar-at-Law

周懷勇 CHEW WHYEE JEE LL.B. (Hons)
林純仁 LIM CHEUN REN LL.B. (Hons)
林成冰 LIM SENG BOCK LL.B. (Hons)

In Replying, Please Quote Our Reference

Our Ref: YHC/WRM/0869/72

Ref: (261)F.10/74.kjp

P 52
Letter
Yeow & Chin
to Suppiah &
Singh
1st July
1975

1st July, 1975.

Messrs. Suppiah & Singh,
Advocates & Solicitors,
Johore Bahru.

Dear Sirs,

Re: K.V. Devan - C.T. 13917, Lot:
6025, Mukim Senai-Kulai in
the name of Md.Tara Rajaratnam

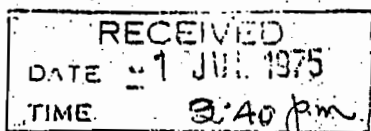
We thank you for your letter of the 29th ultimo
and the contents therein noted.

10

Further to the telephone conversation between
your Datuk Jagindar Singh and our Mr. Yeow this morning
on the subject we are instructed that our client will
discharge the Charge on the above property and deliver
the said title to you upon your payment to us as Solicitors
the sum of \$92,000-00.

We hope to hear from you soon.

Yours faithfully,



P 91

LETTER, CHUNG KHIAW BANK
TO YEOW & CHIN



銀行 CHUNG KHIAW BANK

TELEPHONE 232 CABLE CHUNGBANK CODES PETERSON 3RD/4TH

P 91

Letter
Chung Khiaw Bank
to Yeow & Chin
2nd July 1975

M/s. Yeow & Chin
Advocates & Solicitors
16-B Jalan Station
Johore Bahru

YOUR REFERENCE

YOUR COMMUNICATION DATED

OUR REFERENCE

DATE

2-7-75

Subject: Mr. K.V. Devan - Legal charge on CT 13917
Lot 6025 Mukim of Sungai-Kulai in the name
of Mdm. Tara Rajaratnam.

Sirs

Further to our letter of 26-6-75 and to the telephonic conversation between your Mr. Yeow and our Mr. Peter Tan, we forward herewith the Discharge of charge in duplicate duly signed by us pertaining to the above property on your undertaking to collect from the above accountee, Mr. K.V.Devan, the entire sum owing together with interest to be accrued under his account before releasing the discharge of charge on our behalf.

Please acknowledge receipt by returning the duplicate copy duly signed.

Yours faithfully

Encl.

2/7/75

P 54

LETTER, SUPPIAH & SINGH
TO YEOW & CHIN

P 54

Letter
Suppiah &
Singh to
Yeow & Chin
2nd July
1975
5

(270) P.10/74.kjp.
YHC/WRM/0869/72.

2nd July,

M/s. Yeow & Chin,
Advocates & Solicitors,
Johore Bahru.

Dear Sirs,

Re: K.V. Devan - C.T. 13917, Lot
6025, Mukim Senai-Kulai in
the name of Md.Tara Rajaratnam

10 We thank you for your letter dated the 1st of
July 1975 and enclose herewith three copies of Discharge
of Charge for execution by your clients.

We will let you have the sum of \$92,000-00 in
exchange for the executed Discharge of Charge and we wish
to complete this matter on the 5th of July 1975 at 10.00
a.m. sharp and we hope that you would be ready by then
to complete. If you are unable to do so please give
us a ring immediately.

Yours faithfully,

Encl:-



P 55A

LETTER SUPPIAH & SINGH
TO YEOW & CHIN

TELEPHONE 2254

SUPPIAH & SINGH
ADVOCATES & SOLICITORS.

P 55A

Letter
Suppiah & Singh to
Yeow & Chin
5th July 1975

No. 2D, Jalan Ah Fook
Johore Bahru.
West Malaysia

(274) F.10/74.K.J.D.

YHC/WRM/0869/72.

Date: 5th July, 1975

M/s. Yeow & Chin,
Advocates & Solicitors,
Johore Bahru.

Dear Sirs,

Re: K.V. Devan -C.T. 13917, Lot
6025, Mukim Senai-Kulai in
the name of Md. Tara Rajaratnam

10 We refer to our letter dated 2nd July, 1975, and
enclose herewith a Cashier's Order of the Oversea-Chinese
Banking Corporation, Johore Bahru, for the sum of \$92,000/-.

Kindly let us have all the discharges in respect
of the above-mentioned property duly executed by your
clients. The said Cashier's Order is given to you on your
undertaking that you would let us have the title deeds in
respect of the said property free from any encumbrances
and that your clients will not under any circumstances give
any further overdraft by taking the said property as
security.

Yours faithfully,

20 Encl:-

*Re: Acknowledged receipt from Yeow & Chin.
following documents:*

① C.T. 13817 for Lot 6025

② 3 duplicate charges being

(a) Presentation 4686/67

(b) Presentation 3060/67

(c) Presentation 7531/72

③ Duplicates of the above charges from CKB

P 58

LETTER, YEOW & CHIN
TO CHUNG KHIAW BANK

P 58
Letter
Yeow & Chin
to Chung Khiaw
Bank
8th July 1975

REGISTERED

YHC/11e/0869/72

8th July, 1975.

Messrs. Chung Khiaw Bank Ltd.,
Kulai Branch,
Kulai Besar, Johore.

Dear Sirs,

Re: Discharge of Charge on C.T. 13917 for Lot 6025
Mukim Senai-Kulai, under A/C of K.V. Devan.

10 We refer to your letter of the 2nd instant and are pleased
to forward herewith our cheque for \$91,910-00 payable to
Chung Khiaw Bank Limited for A/C of K.V. Devan being redemp-
tion money for the above discharges for which kindly acknow-
ledge receipt.

Thank you.

Yours faithfully,



Encl:-

Received
Amel Omer
8/7/75

P 60

LETTER, CHUNG KHIAW BANK
TO YEOW & CHIN

美隆銀行 CHUNG KHIAW BANK



P 60

TELEPHONE 232 CABLE CHUNGKHIANK CODES PETERSON 380/4TH

M/s. Yeow & Chin
Advocates & Solicitors
16-B, 2nd Floor
Jalan Station
Johore Bahru

Letter
Chung Khiaw
Bank to
Yeow & Chin
9th July
1975

YOUR REFERENCE

YOUR COMMUNICATION DATED

OUR REFERENCE

DATE

YHC/11e/0869/72

9-7-1975

Subject:- Discharge of Charge on C.T. 13917
for Lot 6025 Mukim Senai-Kulai
under A/C of K.V. Devan.

Sirs

10 We thank you for your letter of July 8, 1975 and the cheque
for 891,910-00 contained therein.

Yours faithfully

D 31

INLAND REVENUE ENQUIRY TO
TO TARA RAJARATNAM

D 31

Inland Revenue
Enquiry to
Tara
Rajaratnam30th October
1975Soulan
Questions


C.S 284/79

Jawab
ReplTarikh:
Date:

(S)

Please state -

- 1) Date you originally
acquired property under
lot 6025, title C/T 138/7
Kulai Besar
- 2) Your income tax
reference number
- 3) Amount you paid
acquire the above property


30 OCT 1975
Tanda tangan.....
Signature

P 65

LETTER, SUPPIAH & SINGH
TO TARA RAJARATNAM AND
K.V. DEVAN

TELEPHONE 2254

SUPPIAH & SINGH

ADVOCATES & SOLICITORS,
COMMISSIONER FOR OATHS,
AND NOTARY PUBLIC.

P. SUPPIAH, S.M.J.
DATUK JAGINDAR SINGH

OUR REF: N(145)F.24/75.kjp.

YOUR REF: No. _____

P 65

Letter
Suppiah &
Singh to
Tara
Rajaratnam
and K.V.
Devan

No. 2D, Jalan Ah Fuok 4th March
Johore Bahru. 1976
West Malaysia

Date: 4th March, 1976.

Mr. K.V. Devan,
No. 681, Kulai Besar,
Kulai,
Johore

A.R. REGISTERED

Madam Tara Rajaratnam,
No. 681, Kulai Besar,
Kulai,
Johore

Dear Sir/Madam,

re: Premises No. 681, Kulai Besar, Kulai,
C.T. No.13817 Lot 6025, Mukim of Senai
Kulai

10 We act for Arul Chandran who is the present owner
of the abovementioned land and premises.

We have been instructed by him to inform you which
we hereby do to quit and vacate the abovementioned land
and premises on or before the 15th of March 1976.

Kindly take note that should you fail to vacate the
said land and premises on or before the said date ejection
proceedings will be taken without further reference to you

Yours faithfully,



SUPPIAH & SINGH

32

Dato' P. Supplah, D.P.M.J.
Dato' Jagindar Singh, D.P.M.J.

ADVOCATES & SOLICITORS,
COMMISSIONER FOR OATHS,
AND NOTARY PUBLIC.
PEGUAMBELA & PEGUAMCARA
PENYAKSI AWAM DAN PESURUHJAYA SUMPAH

NO. 2D, JALAN AH FOOK
JOHORE BAHRU,
WEST MALAYSIA
TEL. 22254 58

OUR REF: No. JS/KP/11
YOUR REF: No. PT.19/76

蘇巴耶及星大律師

100
Date: 31st January 1977

Pemungkut Hasil Tanah,
Kerajaan Johore,
JOHORE BAHRU.

Dear Sir,

Serahbalik dan Kurnia Semula Tanah Lot
6025 (C.T.13817) Mukim Senai/Kulai, Johor
kerana Rancangan Perumahan

P 100
Letter
Supplah &
Singh to Land
Department,
Johore Bahru
31st January
1977

10 We act for Mr Arul Chandran who is the owner of the
above land. Our client understands that his application for
sub-division of the above land has already been approved
by the State Government subject to certain conditions. He
instructs us to inform you that he accepts all the conditions
the Government has imposed on the land for purposes of sub-
division and will abide by all the conditions. He further
instructs us to surrender the title deed of the above land to you
for purposes of surrender and realienation to be done by the
Government. Title deed no. CT 13817 Lot 6025 is hereby enclosed for
20 your necessary action. Kindly acknowledge receipt of same.

yours faithfully

Supplah & Singh

c.c. Pengerah Tanah dan Galian,
Johore.
File tuan 9/76 - 55.

31 JAN 1977
2.20 pm.

D 33 LETTER THOMAS TO 3RD DEFENDANT
RODYK & DAVIDSON

Advocates and Solicitors, (Notaries Public),
Commissioners for Oaths.

Chartered Bank Chambers,
P.O. Box 402,
Singapore.

TELEPHONE:
62701 (4 Lines)
TELEGRAMS:
RUDYK, SINGAPORE
14384
RUANUA 40210

D 33
Letter
Thomas to
3rd
Defendant
2nd March
1977

2nd March 1977

Dear *Arul*,

I refer to the meeting we had on Thursday, 17th February and I now set out the questions which I asked of you at that time which you declined to answer in terms of the note of our meeting which we agreed at that time :-

- " (1) Did he see the Affidavits and the Defence?
- (2) If he did not see these documents what part was he playing in the litigation with which they were concerned?
- (3) If he did see the documents what inquiries did he make, of whom were such inquiries made and what were the results of the inquiries so made?
- (4) Did he himself provide the stamp fee of \$3,400/-. If so, produce direct evidence
- (5) Did he himself provide the purchase consideration of \$220,000/- for the subject property? If so, produce direct evidence.
- (6) What was the source of such money and by whom was it provided?
- (7) Did he inspect the subject property before making the purchase?
- (8) Did he see any current valuation of the property either before or after the time of the purchase by him?

... 2.

D 33
Letter
Thomas to
3rd Defendant
2nd March 1977
(Cont'd)

(9) On 3rd February 1977, Mr. Arul said that he was holding the land in trust for a third party, "In a manner of speaking". On 4th February 1977 he declined to disclose the name of the third party. He should again be asked to name the person or persons for whom he holds the property in trust.

10 (10) On 4th February 1977 Mr. Arul declined to give an assurance that it was not Suppiah or Jagindar Singh who provided the purchase money for the transfer from Suppiah to him. This question should again be put in positive form as to whether the moneys were in fact provided by either or both of those persons."

I emphasise that these questions must by now be questions which can be answered very quickly and easily.

Where the word "he" occurs it is yourself who is intended.

20 I attach herewith a copy of the Schedule of Documents referred to in Mr. Darvall's Opinion and if there are any of these documents which you have not seen, please let me know and I will arrange to send you a copy.

30 I have discussed the Note a copy of which is also enclosed with the other partners and we decline to furnish copies of either the Instructions or the Opinions given to and received from Darvall and Skrine. These were prepared for us and for our information and guidance only. You will recall however, that the bulk of Mr. Darvall's opinion was read to you. The only part that was omitted comprised the last two paragraphs which give his view as to the consequences of an incomplete exculpatory explanation being made by you.

I still think that you would be wise in your own interest to answer the questions and I hope you will see your way to doing so within the next two days. I have of course no means of compelling you to do so.

40 It is only fair to tell you with the utmost regret that the rest of us now consider that we must in the absence of a complete exculpatory explanation from you for our own protection make a report about this matter.

... 3.

D 33
Letter
Thomas to
3rd Defendant
2nd March 1977
(Cont'd)

to the Law Society and a copy of this will of course be forwarded to you if and when it is sent.

Finally I must raise two further points as follows :-

- (a) Are you prepared now to make restitution of the land in question to Mrs. Tara Devan subject to proper accounting?
- 10 (b) I do not consider your reasons for declining to answer the questions which you gave me at our meeting really merit any close examination because you would be obliged to answer them in any event in any proceedings if you wished to avoid adverse inferences being drawn from a failure or refusal so answer.

Yours sincerely,



P 97

LETTER, LAND & MINES
DEPT. TO COLLECTOR OF
LAND REVENUE

Hjh
12/26/82
3/-
18-10-84

P 97

Letter
Land & Mines
Dept. to
Collector of
Land Revenue

22nd March 1977

Commissioner of Lands and Mines,
Johore.

(22)d1m.PTG.9/76-55

22nd Mar., 1977

Collector of Land Revenue,
Johore Bahru.

Surrender and Subdivision of land on LOT.6025
CT.13817 Mukim Senai, Kulai, Johore Bahru.

Your letter: PT.19/76


Your letter mentioned above dated 14th February, 1977,
is referred.

2. Please be informed that the land under CT.13817 has
been registered with a 'Lien Holder's Caveat' entered by
'Tara Rajaratnam'.

3. Therefore, before any appropriate action is proceeded
please call Tara Rajaratnam to give a written permission to
enable the said land to be surrendered to the Government.

(Ahmad Zahri Bin Jamil)
on behalf of Director of Lands and Mines,
Johore.

Certified true translation of Page 120
Exhibit P97, in Volume 2 in Federal
Court Civil Appeal Nos. 215 and 216 of
1982.


PERSUCORONG SUKPAH,
MURKAMAH LINGGI,
JOHORE BAHRU.

24, Chartered Bank Chambers,
Singapore.

4th April 1977

Dato P. Suppiah,
P. Suppiah & Co.,
Rms. 401-403,
6 Cecil Street,
Singapore 1.

Dear Suppiah,

I enclose herewith a copy of a
letter received by me from the Law
Society enclosing a copy of a letter
from M/s. Murphy & Dunbar and a complaint
filed against me by Messrs. S.K. Tan and
M. Coomaraswamy. I understand that Cashin
is the solicitor in M/s. Murphy & Dunbar
who is advising and acting for both
S.K. Tan and Coomaraswamy.

I myself was in the course of
preparing a reference to the Law Society
when this complaint was made and I would
be obliged for your confirmation of the
following facts:-

- a) that when you transferred
the property in question to
me you did not inform me of
the circumstances leading
to your purchasing the
property;
- b) that when the Defence and
other documents were served

2.

on you, you did not forward
copies to me; and

- c) that the first time that I
asked for and was provided
with copies of the documents
including the cause papers
and other documents in Suit
No. 146 of 1976 and Originating
Motion No. 17 of 1976 was when
I met you at your office in
Johore Bahru on Sunday the 30th
January 1977.

I would appreciate an early reply.

Yours sincerely,

C. ARUL

Enc.

c.c. M/s. Suppiah & Singh
2-D, Jalan Ah Fook
Johore Bahru
Malaysia.

D 32

LETTER, 2ND DEFENDANT
TO 3RD DEFENDANT

D 32

Letter
2nd Defendant
to 3rd
Defendant
13th April 1977

P. Suppiah

SUPPIAH & SINGH

Dato' P. Suppiah, u.p.m.
Dato' Jagindar Singh, u.p.m.

ADVOCATES & SOLICITORS,
COMMISSIONER FOR OATHS,
AND NOTARY PUBLIC.

NO. 30, JALAN AH BOON
JOHORE BAHRU,
WEST MALAYSIA
TEL. 22154

OUR REF: No.....
YOUR REF: No.....

PEGUAMBELA & PEGUAMCARA
PENYAKSI AWAM DAN PISURONJAYA SUMPAH

蘇巴耶及吳火伴師

Date: 13.4.77

Mr. C. Arul,
24 Chartered Bank Chambers,
Singapore.

Dear Arul,

I thank you for your letter
dated the 4th of April 1977 and hereby
confirm what you have asked me to
confirm in paragraph 2 of your said
letter.

Yours sincerely,

P. Suppiah
.....

P. SUPPIAH

P 98

LETTER, LANDS & MINES
DEPARTMENT TO TARA RAJARATNAM

Telephone No. 53368 & 53369
when replying please quote:
No.(30)d/m.PTG.9/76-55.

OFFICE
THE COMMISSIONER FOR LANDS AND MINES
JOHOR
P.O. BOX 718

P 98
Letter
Lands & Mines
Department to
Tara Rajaratnam
24th May 1977

Johor Bahru, 24th May, 1977.

Madam Tara Rajaratnam,
No. 184, Khet Loong Garden,
Kulai.

Madam,

Re: Land Comprised in C.T. 13817
Lot 6025 Mk. Senai-Kulai.

Please be informed that the abovementioned land has been
surrendered to the Government and new Titles have already been issued.

2. As such, the caveat in Vol. 49 Fol. 58 that you lodged on
7.2.77 is automatically cancelled.

Yours obediently,

Sd. Illegible

(Ahmad Zahri bin Jamil),

on behalf of The Commissioner for Lands and Mines,
Johor.

Jama/rah

C.C.
PTG(R)205/76

Certified true translation of Page 121
Exhibit P98, in Volume 2 in Federal
Court Civil Appeal Nos. 215 and 216 of 1982.

Rusly Bin Mohd. Yusoff
JURUBAHASA MELAYU BERSIJIL
(CERTIFICATED MALAY INTERPRETER)
MAHKAMAH TINGGI
JOHOR BAHRU

P 73

LETTER, SUBRA NAICKER & CO.
TO ASSISTANT DISTRICT OFFICER
KULAI

P 73

Letter
Subra Naicker
& Co. to
Assistant
District Officer
Kulai
5th October
1977

SPN/LHM/56/77

5.10.77

Penolong Pegawai Daerah,
Pejabat Daerah Kulai,
Kulai,
Johore.

Tuan,

Re: Transfer of House No. KLBK 681, Main Road, Kulai, Johor.

We act for Mr. K.V. Devan, the registered owner of the above house.

10 We are now informed by our client that the said house is now registered in the name of one C. Arul Chandran.

With respect to the same, kindly let us know under what provision of the law and under what legal procedure was the house transferred without the knowledge and consent of our client, the duly registered owner.

20 Kindly also send us the photostat copies of all the documents which were presented and used for the purposes of the said transfer. We agree to pay for the photo-stating charges.

A prompt response from you will be greatly appreciated.

Yours faithfully,

c.c. to client.

P 76

LETTER, ASSISTANT DISTRICT OFFICER
KULAI TO SUBRA NAICKER & CO.

Bil(31)d1m. 8/2/14-L

TOWN BOARD OFFICE
PART OF SOUTH KULAI
KULAI

10th October, 1977

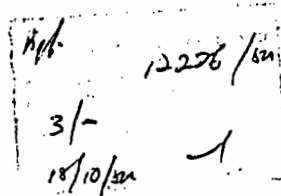
P 76

Letter

Assistant
District
Officer Kulai to
Subra Naicker
& Co.

10th October
1977

Messrs Subra Naicker & Co.,
Advocates & Solicitors,
Room J. 8th Floor,
Foh Chong Building,
Jalan Ibrahim,
Johore Bahru.



Re: Change of Name of House No. 681,
Kulai Besar, Kulai.

With reference to your letter under Ref. SPN/LHM/56/77 dated the 5th of October 1977 in connection with the above matter and please be informed that in the Form 14A, signed by Tara Rajaratnam (f) and registered at the Land and Mines Office on the 22nd of July, 1975, it has been stated "Herby transfer to the transferee named below, all such title or interest as inverted in me".

2. According to the definition of land in the National Land Code, land is "all things attached to the earth or permanently fastened to any thing attached to the earth, whether on or below the surface". This means that the existing house is also part of the land.

3. As such, the sale and purchase made in Form 14A includes the house as well.

That's all.

sd. illegible

(REBJAN BIN SUTARJO)
Assistant District Officer,
Kulai.

Deputy President,
Town Board Section,
South Kulai,
Kulai.

PS/shd.

c.c.

Mr. Devan,
New Ghita Clinic,
Lorong 2, Kulai,
Kulai.

Certified true translation of Page 76
Exhibit P76, in Volume 2 in Federal
Court Civil Appeal Nos. 215 and 216
of 1982.

907

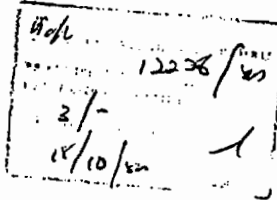
Rusly Bin Mohd. Yus
JURUBAHASA MELAYU BERSAMI.
(CERTIFICATED MALAY INTERPRETER)
MAHKAMAH TINGGI
JOHOR BAHRU

P 102

LETTER, SUBRA NAICKER & CO.
TO KULAI DISTRICT COUNCIL

P 102

Letter
Subra Naicker
& Co. to
Kulai District
Council
17th October
1977



SPN/LHM/56/77

Bil:(34)d1m.LBSKS
8/2/14-1.

17.10.1977

Deputy President,
Town Board Section,
South Kulai,
Kulai, Johore.

Sir,

Re: Change of name of House No. 681,
Kulai Besar, Kulai.

Your letter dated the 10th October, 1977 has
been referred.

10 Firstly, we note with regret that you have not
handed over to us all the certified copies or photocopy
of the documents in relation to the information and con-
firmation of the person to whom the house No. 681, Kulai
Besar, Kulai has been transferred to Arul Chandran.

Secondly, the transfer and the registration of
the houses were in fact carried out upon the strength and
use of Form D and not Form 14A of the National Land Code.

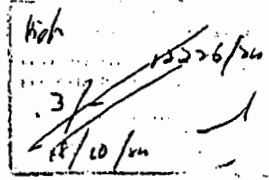
20 Thirdly, even if Tara Rajaratnam is said to have
executed Form 14A, this subject matter was not executed
by K.V. Devan. The owner of this house was K.V. Devan
who had never once written a single letter agreeing to the
Transfer of Ownership of the said house to anyone. However,
even if it was considered that Form 14A which Tara Rajaratnam
had executed was valid, which we do not accept, the right
over the said house would not be subject such that the person
would be able to transfer the house under Form 14A.

Fourthly, the extract from the National Land Code
which stated, "All things attached to the earth or permanently
fastened to anything attached to the earth, whether on or below
the surface" could not as an example be applied exactly to this
subject matter and with respect therefore this was wrongly stated.

30 Lastly, I wish to clarify that it is not our intention
to debate with you or your Department points of law but that we
desire certain informations and certified copies or certified
photostat letters which we require for use in the Courts. Your
reluctance to give us same would raise certain legal questions
of which you are likely to be responsible for.

...2

130



SPN/LHM/56/77

17.10.1977.

P-102

Letter
Subra Naicker
& Co. to
Kulai District
Council
17th October
1977 (Cont'd)

Page 2.

Therefore we hope you can send us certified copies or certified photostat copies of all documents, form and written orders complied at your office regarding the Transfer of house No. 681, Kulai Besar, Kulai to Arul Chandran.

Your co-operation in this matter will be much appreciated.

Yours faithfully,

c.c.

Senior Assistant Registrar,
High Court, Malaya,
Johore Bahru.

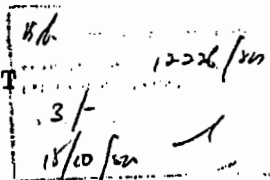
This matter in in connection with Civil Suit No.261/77.

Certified true translation of Page 129
Exhibit P102, in Volume 2 in Federal
Court Civil Appeal Nos. 215 and 216
of 1982.


Tuan Tan M. A. Hassan
JURUBAHASA MELAYU BERSEKUTU
(CERTIFICATED MALAY INTERPRETER)
MAHKAMAH TINGGI
JOHOR BAHRU

P 103

LETTER, KULAI DISTRICT
COUNCIL TO SUBRA
NAICKER & CO.



P 103
Letter
Kulai District
Council to
Subra Naicker
& Co.

30th October
1977

Bil (36)dlm.6/2/14

TOWN BOARD OFFICE
SOUTH KULAI SECTION,
KULAI

30th October 1977

Messrs Subra Naicker & Co.,
Advocates & Solicitors,
Johore Bahru

Re: Form D for Change of Name of
House No. 681, Kulai Besar, Kulai

In connection with the abovementioned matter
and with reference to your letter dated 17-10-1977
Ref SPN/LHM/56/77, we enclose herewith 2 copies of
Form D as requested by you.

10

Please forward to our office the sum of \$1.00
being search fee.

That's all.

sd. Illegible
(REBJAN BIN SUTARJO)
Assistant District Officer,
Kulai.

Certified true translation of Page 131
Exhibit P103, in Volume 2 in Federal
Court Civil Appeal Nos. 215 and 216 of 1982.

Tunji Bin Mohd. Yusoff
JURUHAKASA MELAYU RESEMI
(CERTIFICATED MALAY INTERPRETER)
MAHKAMAH TINGGI
JOHOR BAHRU