

PROCLAMATION OF SALE
IN THE MATTER OF LOAN AGREEMENT CUM DEED OF ASSIGNMENT
DATED 12TH DAY OF MAY, 1997

BETWEEN

AFFIN BANK BERHAD (25046-T)
(Formally known as Perwira Affin Bank Berhad)

..... ASSIGNEE/ BANK

AND

1. Penawar Tegas Sdn Bhd (Company No.: 250816 U)
2. RJ Plaster Products Sdn Bhd (Company No.: 253939 K) (In Liquidation)

..... ASSIGNOR/BORROWER

In the exercise of the rights and powers conferred upon the Assignee under the **Loan Agreement Cum Deed Of Assignment Dated 12th Day Of May, 1997** entered into between the Assignors/Borrowers and the said Assignee/Bank, it is hereby proclaimed that the Assignee/Bank with the assistance of the under mentioned Auctioneer will sell the property described below by:-

WILL SELL BY
PUBLIC AUCTION
ON TUESDAY THE 28TH DAY OF APRIL 2015,
AT 3:30 PM IN THE AFTERNOON,
AT MNP AUCTIONEERS (CENTRAL) SDN BHD,
B-3A-2, MEGAN AVENUE II,
JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

NOTE: - *Prior to the auction sale, all Intending bidders are advised to:-*

- 1) *Inspect the subject property.*
- 2) *Obtain a copy of Conditions of Sale and seek legal advise on the Conditions of Sale herein*
- 3) *Conduct an official search on the Parent Title at the relevant Land Office and/or other relevant authorities*
- 4) *Make the necessary enquiries with the Developer and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale*

PARTICULARS OF PROPERTY:-

Individual Title No.	:	HS(D) 14205, PTB 1554, Mukim of Tanjung Surat, District of Kota Tinggi, Johor
Developer's Lot No.	:	Lot PTB 1554 located along Jalan Industri B1 within Kawasan Perindustrian Bandar Penawar, Bandar Penawar
Land Area	:	70,567 sq. feet. (6,555.9067 sq. metres.)
Tenure	:	Leasehold for 60 years expiring on 17.1.2054
Proprietor/Developer	:	Lembaga Kemajuan Johor Tenggara (Kejora)
Purchasers/ Beneficial Owners	:	Penawar Tegas Sdn Bhd

LOCATION AND DESCRIPTION:

The subject property is a **parcel of industrial land with abandoned premises** and bearing postal address known as **Located along Jalan Industri B1 within Kawasan Perindustrian Bandar Penawar, 81930 Bandar Penawar, Johor.**

RESERVE PRICE:

The property will be sold on an "as is where is" basis subject to a reserve price of **RM 401,000.00 (RINGGIT MALAYSIA FOUR HUNDRED AND ONE THOUSAND ONLY)** and subject to the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities if any.

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **Bank Draft** only in favour of **AFFIN BANK BERHAD** and pay the difference between the initial deposit and the sum equivalent to 10% of the successful bid price either in **cash** or by way of **credit card (Master / Visa)** or **bank draft** or **cashier's order** and the balance of the purchase money to be settled within **ninety (90) days**.

For further particulars, please apply to **Messrs. Jaffar & Menon**, Advocates and Solicitors for the Assignee/Bank at **Unit 2-7-7 & 2-7-8, 7th Floor, Menara KLH Business Centre, No. 2, Jalan Kasipillay, Off Jalan Ipoh, 51200 Kuala Lumpur (Ref No: JM/L/0297(50)/98), Tel No: 03-23811500 Fax No.: 03-23811505** or the under mentioned Auctioneer:-

MNP AUCTIONEERS (CENTRAL) SDN BHD (908971-X)

Penang Office (Main): No. 161, Jalan Sungai Pinang, 10150 Penang.
KL Office: No. B-3A-2, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
Tel.: (PG): 04-283 3650, (KL) 03-2161 7772, H/P: 017-407 6661 / 012-257 9431
Fax: (PG): 04-281 6106 / (KL): 03-2161 0381
Our ref:MNP/AFFIN/KL/APR15/1(4)

SOON CHEE LENG
Licensed Auctioneer

H/P: 017-4006661
012-2579431

PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN PINJAMAN BERSERTA DENGAN SURATIKATAN PENYERAHANHAK
BERTARIKH 12HB MEI, 1997

ANTARA

AFFIN BANK BERHAD (25046-T)

(Dahulunya dikenali sebagai Perwira Affin Bank Berhad)

..... Pihak Pemegang Serahhak/ Bank

DAN

1. Penawar Tegas Sdn Bhd (No. Syarikat : 250816 U)

2. RJ Plaster Products Sdn Bhd (No.Syarikat : 253939 K) (Dalam Likuidasi)

..... Pihak Penyerahhak / Peminjam

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak / Bank di bawah Perjanjian Pinjaman Berserta Dengan Suratikatan Penyerahanhak Bertarikh 12hb Mei, 1997 di antara Pihak Penyerah hak / Pihak Peminjam dan Pihak Pemegang Serah Hak / Bank, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak / Bank dengan dibantu oleh Pelelong yang tersebut akan menjual hartanah yang diterangkan di bawah secara:-

LELONGAN AWAM

PADA 28HB APRIL 2015 BERSAMAAN HARI SELASA,
JAM 3:30 PETANG,
DI MNP AUCTIONEERS (CENTRAL) SDN BHD,
B-3A-2, MEGAN AVENUE II,
JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

Nota:- Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-

- 1) Memeriksa hartanah tersebut
- 2) Membuat carian hakmilik secara rasmi di Pejabat Tanah dan/atau Pihak Berkuasa yang lain
- 3) Membuat pertanyaan pada Pemaju/Pemilik Tanah dan/ atau Pihak Berkuasa yang lain berkenaan dengan Syarat-syarat pindahmilik.
- 4) Mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong dan mendapatkan nasihat guaman mengenai Syarat-syarat tersebut.

BUTIR-BUTIR HARTANAH:-

No. Hakmilik Individu : HS(D) 14205, PTB 1554, Mukim Tanjung Surat, Daerah Kota Tinggi, Johor

No. Lot Pemaju : Lot PTB 1554 terletak di Jalan Industri B1 dalam Kawasan Perindustrian Bandar Penawar, Bandar Penawar

Keluasan Tanah : 70,567 kaki persegi (6,555.9067 meter persegi)

Pegangan : Pajak selama 60 tahun tamat tempoh pada 17.1.2054

Tuan Punya/Pemaju : Lembaga Kemajuan Johor Tenggara (Kejora)

Pembeli/ Pemilik Asal : Penawar Tegas Sdn Bhd

LOKASI DAN KETERANGAN HARTANAH:-

Hartanah tersebut adalah sebuah plot tanah industri bersamaan dengan premis yang ditinggalkan yang beralamat di Jalan Industri B1 dalam Kawasan Perindustrian Bandar Penawar, 81930 Bandar Penawar, Johor.

Hartanah tersebut akan dijual secara "keadaan sedia ada" tertakluk kepada satu harga rizab sebanyak **RM 401,000.00 (RINGGIT MALAYSIA EMPAT RATUS DAN SATU RIBU SAHAJA)** dan syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/ Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada.

Semua penawar yang ingin membuat tawaran dikehendaki mendeposit kepada Pelelong, sebelum lelongan 10% daripada harga rizab secara **BANK DERAH** sahaja atas nama **AFFIN BANK BERHAD** sebelum jualan lelong dimulakan dan membayar perbezaan diantara deposit pendahuluan dan jumlah bersamaan 10% daripada harga berjaya tawaran sama ada dengan bentuk **tunai**, atau **kad kredit (Master/Visa)** atau **bank derah** atau **kasyier order** dan baki wang belian hendaklah dijelaskan dalam tempoh **sembilan puluh (90) hari**.

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan Jaffar & Menon**, Peguamcara bagi Pihak Pemegang Serahhak / Bank, di **Unit 2-7-7 & 2-7-8, 7th Floor, Menara KLH Business Centre, No. 2, Jalan Kasipillay, Off Jalan Ipoh, 51200 Kuala Lumpur. (Ruj: JM/L/0297(50)/98), No. Tel: 03-23811500 No. Faks: 03-23811505** atau Pelelong yang tersebut di bawah ini:-

MNP AUCTIONEERS (CENTRAL) SDN BHD (908971-X)

Penang Office (Main): No. 161, Jalan Sungai Pinang, 10150 Penang.

KL Office: No. B-3A-2, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

Tel.: (PG): 04-283 3650, (KL) 03-2161 7772, H/P: 017-407 6661 / 012-257 9431

Fax: (PG): 04-281 6106 / (KL): 03-2161 0381

Ruj. Kami: MNP/AFFIN/KL/APR15/1(4)

SOON CHEE LENG

Pelelong Berlesen

H/P: 017-4006661

012-2579431

CONDITIONS OF SALE

1. The sale is made by AFFIN BANK BERHAD (“the Assignee/Bank”) in the exercise of the rights and powers conferred upon the Assignee in pursuance of the **Loan Agreement Cum Deed Of Assignment Dated 12th Day Of May, 1997** executed by **Penawar Tegas Sdn Bhd and RJ Plaster Products Sdn Bhd** (“the Assignor/Borrower”) in favour of the Assignee and is made subject to all conditions and category of land use, expressed or implied or imposed upon or relating to or affecting the subject property.
2. Subject to the Reserve Price, the highest bidder being so allowed by the Auctioneer/Assignee shall be the Purchaser but the Auctioneer/Assignee shall have the right to refuse any bid. If any dispute shall arise as to any bidding, the property shall at the option of the Assignee be put up again for sale or Auctioneer/Assignee may decide the dispute without a resale.
3. The Assignee be and is hereby at liberty to bid at the sale (without having to pay any deposit whatsoever) and also to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event of the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due on the said **Loan Agreement cum Deed of Assignment** as at the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. No bid shall be less than the sum to be fixed by the Auctioneer at the time of the property is held for auction and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of 10% of the reserved price shall be forfeited to the Assignee and the property shall be at the option of the Assignee be put up for sale again or the Assignee may decide to adjourn the auction sale to another date.
5. All intending bidders (except the Assignee) are required to deposit with the Solicitor 10% of the fixed reserve price for the said property by bank draft only in favour of **AFFIN BANK BERHAD** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Solicitor prior to the auction sale an authorisation letter to state that he is acting on behalf of another person, body corporate or firm, and he/she is authorized to sign all the necessary documents.
6. Immediately after the fall of the Auctioneer’s hammer, the Purchaser (other than the Assignee if they are the Purchasers), shall pay to **AFFIN BANK BERHAD** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid in either CASH or BANK DRAFT as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions. The sums paid by the successful Purchaser under Clause 5 and this Clause shall be held by the Solicitors **Messrs. Jaffar & Menon**, as stakeholders subject however to the provisions of Clauses 7 & 9.
7. In the event that the Purchaser fails to pay the difference between deposit pursuant to Clause 5 and the sum equivalent to 10% of the successful bid in accordance with Clauses 6 above or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the deficiency in price (if any) which may result from a re-sale shall be recoverable from the defaulting Purchaser.
8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **ninety (90) days** from the date of the auction sale by **bank draft** or **cashier’s order** only drawn in favour of **AFFIN BANK BERHAD**. However, the period of ninety (90) days may be extended by the Assignee in its absolute discretion upon written request by the Purchaser before the expiry date provided that if any extension is granted, the Purchaser shall pay the Assignee an interest at a rate to be determined by the Assignee as its absolute discretion on the balance of the purchase price calculated on a daily basis until full payment of such amount on or before the extended expiry date.
9. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the deposit paid pursuant to Clause 6 above shall be forfeited by the Assignee and the property may again be put up for sale at a time to be fixed by the Assignee. The cost of such re-sale together with either the deficiency in price (if any) which may result from a re-sale or the balance of the purchase price if there is no re-sale, as the case may be, shall be recoverable from the defaulting Purchaser.

10. Upon full payment of the balance of the purchase price in accordance with Clause 8 above and subject to the approval of the Developer and any relevant authorities, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty and registration fees) and Assignment in favour of the Purchaser assigning all the rights and benefits under the Sale and Purchase Agreement entered into between the Developer of the property and the Assignors upon the terms and conditions stipulated by the Assignee. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including any administrative or transfer cost that may be due to the Developer, the Assignee shall deliver to the Purchaser or his Solicitor the duly executed Assignment, the original or certified true copy of the Sale and Purchase Agreement and the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee.
11. As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regards any loss or damage of whatsoever nature or however occurring.
12. The Purchaser shall admit the identity of the property described herein as the same with that comprised in the muniments offered by the Auctioneer as the title of property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.
- 13. Any arrears of quit rent, assessment and maintenance charges which may be lawfully due to any relevant authority in respect of the property up to the date of the auction sale shall be paid by the Bank upon receipt of full auction proceeds and any such sums due and payable after the date of sale shall be borne by the Purchaser. Other outgoing charges such as utility bills namely water, electricity, telephone, gas, sewerage charges (IWK) and other incidental charges shall be borne by the Purchaser and shall be the sole liability of the Purchaser.**
14. The property is sold subject to all existing leases, tenancies, caveats, and occupiers thereunder and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
15. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.
16. The property shall be sold subject to the consent from the Developer or any other relevant authority, if any, It shall be the responsibility of the Purchaser or any other relevant authority and all fees, charges and expenses in connection with and incidental to the application shall be borne by the Purchaser.
17. The property is believed and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, tenancies, easements, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights as, (if any), subsisting thereon or therefore without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, mis-statement, omission, or mis-description shall annul the sale nor shall any compensation be allowed in respect thereof.
18. In the event of the sale being set aside for any reason whatsoever not due to the Purchaser's fault, this sale shall be of no further effect from the date thereof and the Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser , less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.
19. The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities for consent to transfer and to keep the Assignee or the Solicitors informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.
20. The Purchaser after the payment of the balance of the purchase price in accordance with Clause 8 above shall at his own expense take possession of the property without obligation on the part of the Assignee or his Agent to deliver vacant possession.
21. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.

22. For the purpose of these conditions, time shall be the essence of the contract.
23. In the event of any discrepancy, mis-statement, mis-description, omission or error, appearing in this various translation of the particulars and conditions herein, the English version shall prevail.
24. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee and **Messrs. Jaffar & Menon** shall under no circumstances bear any liability to the Purchaser.

CONTRACT

MEMORANDUM: At the sale by Public Auction held this **Tuesday, The 28th Day Of April 2015** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the Agreement for Sale dated 5th January, 1993 entered into between **Lembaga Kemajuan Johor Tenggara (Kejora)** of the one part and Penawar Tegas Sdn Bhd of the other part in relation to the property bearing postal address as **Located along Jalan Industri B1 within Kawasan Perindustrian Bandar Penawar, 81930 Bandar Penawar, Johor.** The highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM (RINGGIT MALAYSIA)** who has paid to the Solicitors abovenamed the sum of **RM (RINGGIT MALAYSIA)** by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

Purchase Money **RM**

Deposit Money **RM**

Balance Due **RM**

- 1) Name :-
- NRIC No :-
- 2) Address :-
- 3) Tel No. :-

.....
(Signature of Purchaser / Authorized Agent)

.....
(SOON CHEE LENG)
LICENSED AUCTIONEER

.....
(MESSRS. JAFFAR & MENON)
ADVOCATES AND SOLICITORS