

PROCLAMATION OF SALE

DANAHARTA HARTANAH SDN. BHD.
PROPRIETOR

REGISTERED

In the exercise of the rights and powers conferred upon the Registered Proprietor under Section 57 of the Pengurusan Danaharta Nasional Berhad Act, 1998 with the assistance of the under mentioned Auctioneer.

WILL SELL BY PUBLIC AUCTION

**ON TUESDAY, THE 4TH DAY OF JUNE, 2015 AT 2.30 P.M.
VENUE : MNP AUCTIONEERS (CENTRAL) SDN BHD'S AUCTION ROOM,
NO. B-3A-02, MEGAN AVENUE II, JALAN YAP KWAN SENG,
50450 KUALA LUMPUR.**

NOTE: Prospective bidders are advised to i) inspect the subject property ii) seek independent legal advice on the Conditions of Sale and the Sale and Purchase Agreement iii) conduct an official Title Search at the relevant Land Office/Land Registry in respect of the subject property and iv) make all necessary enquiries with the relevant authorities prior to the auction sale.

DESCRIPTION OF PROPERTY

The subject property comprises of **a unit of office space located within D'Aman Crimson identified as Parcel No. 63, Storey No. 2, Block No. M1, Kayangan D'Aman Crimson, Ara Jaya** and bearing postal address **Unit No. Unit No. Y-B1-08, Block Kayangan D'aman Crimson, No. 1, Jalan PJU1A/41, 47301 Petaling Jaya, Selangor Darul Ehsan**

The subject property occupies area of approximately **227 square metres (2,443 square feet)**.

The subject property is currently held under **Strata Title Geran 98687/M1/2/63, Lot No. 71517, Mukim of Damansara, District of Petaling, State of Selangor Darul Ehsan.**

The subject property will be sold on an **"as is where is basis"** and **without vacant possession** subject to a **Reserve Price of RM245,000.00 (RINGGIT MALAYSIA TWO HUNDRED AND FORTYFIVE THOUSAND ONLY)** and the sale shall subject to the Conditions of Sale and the Sale and Purchase Agreement both attached to this Proclamation of Sale. All expenses incurred in obtaining the consent(s) (if any) from the relevant authorities shall be borne by the Purchaser and the obtaining of all such consents shall be the sole responsibility of the Purchaser.

All intending bidders are required to deposit with the Auctioneer a sum equivalent to **10% of the Reserve Price by way of Bank Draft or Cashier's Order** in favour of **Pengurusan Danaharta Nasional Berhad** (who has been authorised by the Vendor to receive all proceeds of sale relating to the subject property) prior to the auction sale and the balance amounting to 90% of the purchase money to be settled within **Ninety (90) days** from the date of auction sale or 14 days after the Sale and Purchase Agreement has become unconditional (if applicable), whichever is the later or such other extended period of up to **One (1) month** as may be granted by the Registered Proprietor at its absolute discretion provided always that the Purchaser shall be liable to pay interest to the Registered Proprietor on such unpaid portion of the purchase money on a day-to-day basis calculated at the rate of 10% per annum, failing which the 10% of the purchase money shall be forfeited absolutely by the Registered Proprietor.

The terms and conditions stated in this Proclamation of Sale shall supersede all previous information contained in any leaflets, brochures, flyers and all whatsoever documents relating to the same subject matter whether issued by the Registered Proprietor, its agent or otherwise.

For further particulars, please refer to :-

**PUANNURHANIZAH
M/S ABU TALIB SHAHROM
ADVOCATES & SOLICITORS**
No. 39 & 43, Jalan Desa, Taman Desa
Off Jalan Kelang Lama, 58100 Kuala Lumpur
**Tel No : 03-79844833
Fax No: 03-79834835**

**SOON CHEE LENG
MNP AUCTIONEERS (CENTRAL) SDN. BHD. (908971-X)
LICENSED AUCTIONEER**
B-3A-02, Megan Avenue II,
Jalan Yap Kwan Seng, 50450 Kuala Lumpur.
**Tel No : 03-2161 7772
Fax No: 03-2161 0381**

CONDITIONS OF SALE

1. The Vendor is **DANAHARTA HARTANAH SDN. BHD. (Company No.: 471250-W)** ("Danaharta"), a company incorporated in Malaysia and having its registered office at 12th Floor, Bangunan Setia 1, 15 Lorong Dungun Bukit Damansara, 50490 Kuala Lumpur.
2. Danaharta is the Registered Proprietor of the subject property.
3. The property the particulars of which are described in the Proclamation of Sale ("the Property") is put up for sale by way of public auction ("the Auction Sale") subject to the reserve price as stated in the Proclamation of Sale ("the Reserve Price").
4. Prior to the commencement of the Auction Sale, all persons or parties intending to bid for the Property at the Auction Sale shall deposit with the Auctioneer a valid **bank draft** or **cashier's order** drawn in favour of **Pengurusan Danaharta Nasional Berhad (Company No. 464363-W) ("PDNB")** (who has been authorised by Danaharta to receive all proceeds of sale relating to the Property) for a sum equivalent to ten per centum (10%) of the Reserve Price ("the Bidding Deposit").
5. Subject to the Reserve Price the highest approved bidder of the Property being so allowed by the Auctioneer shall be the successful purchaser ("the Purchaser"), the Auctioneer having the right to refuse any bid.
6. If any dispute shall arise as to the highest bidder, the Property shall at the option of the Auctioneer be put up for auction again and resold or the Auctioneer shall decide the dispute. Such decision by the Auctioneer shall be final.
7. A bid once made shall not be withdrawn. Each new bid shall not be less than the immediately preceding bid. All increments in the bids shall not be less than the incremental amount as fixed by the Auctioneer at the Auction Sale.
8. Immediately after the fall of the hammer and upon being declared the successful purchaser of the Property, the Purchaser shall execute the Sale and Purchase Agreement attached hereto. The signed Sale and Purchase Agreement and these Conditions of Sale and the Proclamation of Sale shall in their entirety form the contract for the sale and purchase of the Property.
9. The last bid which is the highest bid accepted by the Auctioneer and upon which the Property is sold to the Purchaser shall be the purchase price for the Property ("the Purchase Price").
10. Ten per centum (10%) of the Purchase Price ("the Forfeitable Deposit") shall be paid by the Purchaser upon execution of the Sale and Purchase Agreement.
11. In the event the Purchase Price is higher than the Reserve Price, the Purchaser shall immediately deposit with the Auctioneer as stakeholders a sum equivalent to the difference between the Forfeitable Deposit and the Bidding Deposit ("the Deposit Shortfall") either in cash or by way of a valid **bank draft** or **cashier's order** in favour of **PDNB** which together will form the Forfeitable Deposit.
12. In the event the Purchaser fails to deposit the Deposit Shortfall and/or fails to execute the Sale and Purchase Agreement for any reason whatsoever or in the event the bank draft and/or cashier's order for the Bidding Deposit and/or the Deposit Shortfall is dishonoured for any reason whatsoever when presented by PDNB for payment, the Purchaser shall be deemed to have committed a breach of the terms of the Auction Sale and the consequences in paragraph 13 below shall apply.
13. In the event the Purchaser commits a breach of the terms of the Auction Sale including the Sale and Purchase Agreement, the Bidding Deposit/the Forfeitable Deposit shall be forfeited absolutely by Danaharta and Danaharta shall be entitled at its absolute discretion upon such terms and at such time or times as it deems fit, put the Property up for resale. Danaharta shall be further entitled to recover from the Purchaser all costs and expenses of, in connection with and resulting from such resale. The Purchaser shall be further liable to Danaharta for any shortfall in the sale price obtained at the resale and the Purchase Price.
14. The Property is believed to be correctly described and the areas given are approximations only and no error or mis-description herein contained shall invalidate the sale or be the subject of compensation by either party.

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This MEMORANDUM forms an essential part of the Sale and Purchase Agreement between DANA HARTA and the PURCHASER for the sale and purchase of the PROPERTY.