

PROCLAMATION OF SALE

DANAHARTA URUS SDN BHD

AND

LIEN-HOLDER

REKAL MAKMUR SDN BHD

BENEFICIAL OWNER

In the exercise of the rights and powers conferred upon the Lien-Holder 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 MONDAY, THE 27TH DAY OF NOVEMBER, 2017 AT 2.30 P.M.
VENUE: MNP AUCTIONEERS (CENTRAL) SDN BHD'S AUCTION ROOM,
NO. 161, JALAN SUNGAI PINANG, 10150 PENANG.

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 is a single storey open-sided type detached factory bearing postal address **PT 18173 (Plot 83), Kawasan Perindustrian Seri Manjung, 32040 Seri Manjung, Perak Darul Ridzuan** held under Hakmilik PN 250374, Lot No. 35538 (formerly known as HSD 7662, PT No. 18173), Mukim of Sitiawan, District of Manjung and State of Perak Darul Ridzuan. The subject property's land area is 1,012 square meters. The tenure is leasehold and will expire on 25 April 2056.

The subject property will be sold on an "as is where is basis" and **without vacant possession** subject to a **Reserve Price of RM540,000.00 (RINGGIT MALAYSIA FIVE HUNDRED AND FORTY 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 Lien-Holder 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 earlier or such other extended period of up to **One (1) month** as may be granted by the Lien-Holder at its absolute discretion provided always that the Purchaser shall be liable to pay interest to the Lien-Holder 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 Lien-Holder.

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 Lien-Holder, its agent or otherwise.

For further particulars, please refer to: -

PUAN NIK NAZIFAH
M/S HAFIZAH NIK NAZIFAH & PARTNERS
ADVOCATES & SOLICITORS
F-2-39, 2nd Floor, Vista Alam, No. 3, Presint 4.5,
Jalan Ikhtisas 14/1, Seksyen 14, 40000 Shah Alam,
Selangor Darul Ehsan
Tel No : 03-55247105
Fax No: 03-55247305

SOON CHEE LENG
MNP AUCTIONEERS (CENTRAL) SDN. BHD.
(908971-X)
LICENSED AUCTIONEER
No. 61, Jalan Sungai Pinang
10150 Penang
Tel No : 04-2833650
Fax No: 04-2816106

CONDITIONS OF SALE

1. The Vendor is **DANAHARTA URUS SDN BHD. (Company No.: 476316-T)** ("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 Lien-Holder 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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MEMORANDUM

At the sale by public auction of the PROPERTY held on the 27th day of November 2017, the PURCHASER being the highest bidder has been declared as the PURCHASER of the PROPERTY for the PRICE. The PURCHASER hereby pays the DEPOSIT and agrees to pay the BALANCE and to complete the purchase in accordance with the terms and conditions of this Agreement.

The PROPERTY	A single storey open-sided type detached factory bearing postal address PT 18173 (Plot 83), Kawasan Perindustrian Seri Manjung, 32040 Seri Manjung, Perak Darul Ridzuan held under Hakmilik PN 250374, Lot No. 35538 (formerly known as HSD 7662, PT No. 35538), Mukim of Sitiawan, District of Manjung and State of Perak Darul Ridzuan measuring 1,012 square meters
The PURCHASER	Name : NRIC No.: Address : Tel No :
The PRICE	RM (RINGGIT MALAYSIA ONLY)
The DEPOSIT	RM (RINGGIT MALAYSIA ONLY)
The RETENTION SUM	A sum equivalent to three percent (3%) of the PRICE.
The BALANCE	RM (RINGGIT MALAYSIA ONLY)

SIGNED BY)
for and on behalf of)
DANAHARTA URUS SDN BHD)

(Company No.: 476316-T))
in the presence of:)

SIGNED BY)
the **PURCHASER**)
in the presence of:)

The Auctioneer hereby)
confirms the said purchase)

SOON CHEE LENG
LICENSED AUCTIONEER

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