

# **PROCLAMATION OF SALE**

**DANAHARTA URUS SDN BHD**

**REGISTERED PROPRIETOR**

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 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 Double Storey Cluster House bearing postal address **No.11, Lorong Camellia 4, Taman Camellia, Bandar Perdana, 14000 Bukit Mertajam, Pulau Pinang** held under H.S.(M) 537, Lot No. PT 907, Mukim 07, District of Seberang Perai Tengah, State of Pulau Pinang. The subject property's land area is approximately 94.0100 square metres (1,012 square feet). The tenure is Freehold.

The subject property will be sold on an **"as is where is basis"** and **without vacant possession** subject to a **Reserve Price of RM 320,000.00 (RINGGIT MALAYSIA THREE HUNDRED AND TWENTY 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 earlier 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: -

**PUAN NIK NAZIFAH  
M/S HAFIZAH NIK NAZIFAH & PARTNERS  
ADVOCATES & SOLICITORS  
F-2-39, 2<sup>nd</sup> 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 12<sup>th</sup> 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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## **MEMORANDUM**

At the sale by public auction of the PROPERTY held on the **27<sup>th</sup> 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.

|                          |                                                                                                                                                                                                                                                                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>The PROPERTY</b>      | a Double Storey Cluster House bearing postal address <b>No.11, Lorong Camellia 4, Taman Camellia, Bandar Perda, 14000 Bukit Mertajam, Pulau Pinang</b> held under H.S.(M) 537, Lot No. PT 907, Mukim 07, District of Seberang Perai Tengah, State of Pulau Pinang measuring approximately 94.0100 square metres (1,012 square feet) |
| <b>The PURCHASER</b>     | <b>Name :</b><br><br><b>NRIC No.:</b><br><br><b>Address :</b><br><br><br><b>Tel No :</b>                                                                                                                                                                                                                                            |
| <b>The PRICE</b>         | <b>RM (RINGGIT MALAYSIA ONLY)</b>                                                                                                                                                                                                                                                                                                   |
| <b>The DEPOSIT</b>       | <b>RM (RINGGIT MALAYSIA ONLY)</b>                                                                                                                                                                                                                                                                                                   |
| <b>The RETENTION SUM</b> | <b>A sum equivalent to three percent (3%) of the PRICE.</b>                                                                                                                                                                                                                                                                         |
| <b>The BALANCE</b>       | <b>RM (RINGGIT MALAYSIA ONLY)</b>                                                                                                                                                                                                                                                                                                   |

SIGNED BY  
for and on behalf of  
**DANAHARTA URUS SDN BHD**  
**(Company No.: 476316-T)**  
in the presence of:

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

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The Auctioneer hereby  
confirms the said purchase

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**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.