

PROCLAMATION OF SALE
IN THE MATTER OF FACILITIES AGREEMENT, DEED OF ASSIGNMENT AND
POWER OF ATTORNEY ALL DATED 20TH APRIL, 2000

BETWEEN

AFFIN BANK BERHAD (CO. NO. 25046-T)
(Formerly known as Perwira Affin Bank Berhad)

..... ASSIGNEE/ BANK

AND

1. MOHD. YUSOF BIN KHAIR DIN (NRIC NO.: 600619-08-5757 / 5956874)
2. ZARINA BINTI MOHAMED (NRIC NO.: 611221-71-5038 / 6090161)
3. FAUZIAH BINTI HUSSAIN (NRIC NO.: 621102-08-5722 / 6900089)

..... ASSIGNOR/BORROWER
..... ASSIGNOR
..... ASSIGNOR/BORROWER

In the exercise of the rights and powers conferred upon the Assignee under the Facilities Agreement, Deed of Assignment and Power of Attorney all dated the 20th day of April, 2000 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 25TH DAY OF FEBRUARY, 2014 AT 3.30 PM IN THE AFTERNOON
AT MNP AUCTIONEERS (CENTRAL) SDN BHD,
NO. B-13-12, BLOCK B, 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:-

Strata Title No.	:	Pajakan Negeri 23537/M3/3/124, Lot No. 4671, Mukim of Ulu Kelang, District of Wilayah Persekutuan, State of Wilayah Persekutuan Kuala Lumpur.
Developer's Parcel No.	:	Parcel No. 124, Storey No. 3, Building No. M3,
Tenure	:	Leasehold interest for 87 years expiring on April 5, 2083
Floor Area	:	51 sq. metres (549 sq. feet)
Proprietor	:	The Selangor State Development Corporation (PKNS)
Developer	:	The Selangor State Development Corporation (PKNS)
Purchasers/ Beneficial Owners	:	Mohd Yusof Bin Khair Din & Zarina Bt Mohamed

LOCATION AND DESCRIPTION:

The subject property is a corner 2 bedroom flat with postal address **No. 15-2-4, Kelumpuk Serindit, Block C, Jalan 5/56, AU3, Ampang Ulu Kelang, 54200 Kuala Lumpur.**

RESERVE PRICE:

The property will be sold on an "as is where is" basic subject to a reserve price of **RM 70,000.00 (RINGGIT MALAYSIA SEVENTY 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 of the auction sale **10%** of the reserve price by **Bank Draft** only in favour of **Affin Bank Berhad** and the balance of the purchase money to be settled within **ninety (90) days**.

For further particulars, please apply to **Messrs. Rajes Hisham Rahim & Gopal**, Advocates and Solicitors for the Assignee/Bank at **6th Floor, Yee Seng Building, 15, Jalan Raja Chulan, 50200 Kuala Lumpur. (Ref No: RHRG/20382/Affin/Menara/Koleksi/JT/zi), Tel No: 03-2026 6606 Fax No.: 03-2026 6607** or the under mentioned Auctioneer:-

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

B-13-12, Block B, Megan Avenue II,
Jalan Yap Kwan Seng,
50450 Kuala Lumpur .
Tel.: 04-2833650 Fax: 04-2816106
Our ref: **MNP/AFB/FEB14/1(3)**

SOON CHEE LENG
(Licensed Auctioneer)
H/P: 017-4006661
016-4806661

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 **Facilities Agreement and Deed of Assignment** executed by **Mohd Yusof Bin Khair Din & Fauziah Binti Hussain** (“the Assignor/Borrower”), **Power of Attorney** executed by **Mohd Yusof Bin Khair Din & Zarina Bt Mohamed all dated the 20th day of April, 2000** (“the Assignor”) in favour of the Assignee and is made subject to all conditions and category of land use, expresses 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 **Facilities Agreement, Deed of Assignment and Power of Attorney** 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’s 10% of the fixed reserve price for the said property by the 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 cooperate or firm is required to deposit with the Solicitor prior to the auction sale an authority letter to state that he is acting on behalf of another person, body cooperate 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. Rajes Hisham Rahim & Gopal**, 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 basic 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 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 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 utilities bills namely water, electricity, telephone, gas, sewerage charges (IWK) and other incidental charges shall be borne by the Purchaser and shall be sole liability of the Purchaser.**
14. The property is sole subject to all existing leases, tenancies, caveats, and occupiers there under 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 or 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 an 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 conditions of the property and no error, miss-statement, omission, or miss-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 reasons whatsoever not due to the Purchaser's fault, this sale shall be of no further effect from the date thereof and 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 balances of the purchase price in accordance with Clause 8 above shall at his own expenses 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 there condition, time shall be the essence of the contract.
23. In the event of any discrepancy, miss-statement, miss-description, omission or error, appearing in this various translation of the particulars and condition herein, the English version shall prevail.
24. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees the resolve the same with the Assignee and **Messrs. Rajes Hisham Rahim & Gopal** shall under no circumstances bear any liability to the Purchaser.

CONTRACT

MEMORANDUM: At the sale by Public Auction held this **25th February, 2014** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the Principal Sale and Purchase Agreement dated 10th September, 1985 entered into between **Mohd Yusof Bin Khair Din & Zarina Bt Mohamed** of the second part in relation to the property identified Developer's Parcel No. 1-2-4, Storey No. 3, Building No. M3 and bearing postal address as **No. 15-2-4, Kelumpuk Serindit, Block C, Jalan 5/56, AU3, Ampang Ulu Kelang, 54200 Kuala Lumpur.** 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 above named 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. RAJES HISHAM RAHIM & GOPAL)
ADVOCATES AND SOLICITORS