

PROCLAMATION OF SALE

IN THE MATTER OF SALE AND PURCHASE AGREEMENT DATED 6/4/1994, FIRST LOAN AGREEMENT CUM ASSIGNMENT DATED 9/1/1996 AND SECOND LOAN AGREEMENT DATED 9/1/1996.

BETWEEN

MALAYAN BANKING BERHAD [3813-K]

(taken over The Pacific Bank Berhad vide vesting Order dated 22/12/2000)ASSIGNEE
AND

YAP YUEN FUI [NRIC NO: 4843977]

(Bankrupt on the 24/12/2019)ASSIGNOR

In the exercise of the rights and power conferred upon the Assignee under the First Loan Agreement Cum Assignment Dated 9/1/1996, entered between the Assignee and Assignor/ Borrower, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer;

WILL SELL BY

PUBLIC AUCTION

ON TUESDAY, THE 28TH DAY FEBRUARY OF 2023, AT 11.00 A.M.

AT 30-2, JALAN TEKNOLOGI 3/6C, TAMAN SAINS SELANGOR 1, KOTA DAMANSARA, 47810
PETALING JAYA, SELANGOR DARUL EHSAN.

Note: Intending bidders are advised to conduct an official title search at the relevant Land Office and to inspect all the encumbrance, liabilities and to identify the correct subject property prior to the auction sale.

TITLE PARTICULARS:-

Master Title No : 26545 (formerly known as Geran No. 10523 & 10552)
Master Lot No : 8 Seksyen 1 (formerly known as Lot 4, Seksyen 1 & 2)
Developer Parcel No. : 3A-33A
Floor : 4
Town/ District/ State : Pekan Kuala Pauh/Kuala Lumpur/Wilayah Persekutuan Kuala Lumpur
Floor Area : 65.13 square metres / (701 square feet).
Tenure : Free Hold.
Beneficial Owner : Yap Yuen Fui.
Registered Proprietor : Tala (M) Sdn Bhd.
Encumbrances : Assigned to **MALAYAN BANKING BERHAD** (taken over The Pacific Bank Berhad vide vesting Order dated 22/12/2000), vide First Loan Agreement Cum Assignment Dated 9/1/1996.

DESCRIPTION AND LOCATION OF PROPERTY:-

The subject property is an office unit within a commercial complex, bearing postal address of **Unit No. 25-4-33A, Plaza Prima, Jalan Klang Lama, 58000 Kuala Lumpur.**

RESERVE PRICE:- The property will be sold subject to a reserve price of **RM65,610.00** (Ringgit Malaysia **SIXTY FIVE TWO THOUSAND AND SIX HUNDRED TEN ONLY**), and to the Conditions of Sale as attached in the Proclamation of Sale.

All intending bidders are required to deposit **10%** of the fixed reserve price by way of **Bank Draft** or Cashier's Order in favour of **MALAYAN BANKING BERHAD**, to the Auctioneer before 10.15 am on the day of the Auction sale. The balance of the purchase price shall be paid by the successful bidder within **One Hundred Twenty (120) Days** from the date of the Auction sale to **MALAYAN BANKING BERHAD**.

For further particulars, please apply to **MESSRS CH YEAP MALUDA CHEH**, Solicitors for the Assignee, at 18-3A, Udarama Complex, Jalan 3/64A, Off Jalan Ipoh, 50350 Kuala Lumpur. Tel. No: (03) 4041 0405. Fax No: (03) 4041 1536. Att: Siti. Ref: F.CLO/111001/21/303/MM/SF or to the undermentioned Auctioneer;

MEWAH AUCTIONEERS

A-4-17, Jalan RP5,
Taman Rawang Perdana, 48000 Rawang, Selangor
Email: mewah_auctioneers@yahoo.com
Ref: (1225/22)Dlm.ME/MBB/Feb'23

AHMAD ZULKIFLI BIN AZIZAN.

Licensed Auctioneer.
Tel: 012-305 5260

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN JUAL DAN BELI BERTARIKH 6/4/1994,
PERJANJIAN PINJAMAN PERTAMA SERTA SERAHAN HAK BERTARIKH 9/1/1996 DAN PERJANJIAN
PINJAMAN KEDUA BERTARIKH 9/1/1996.

DI ANTARA

MALAYAN BANKING BERHAD [3813-K]

(menggambil alih The Pacific Bank Berhad melalui
Perintah Perletakan Hak bertarikh 22/12/2000)

.....**PIHAK PEMEGANG SERAHHAK**

DAN

YAP YUEN FUI [NO K/P: 4843977] (Bankrap pada 24/12/2019)

.....**PENYERAHHAK**

Dalam melaksanakan hak-hak dan kuasa-kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dalam Perjanjian Pinjaman Pertama Serta Serahan Hak Bertarikh 9/1/1996, diantara Pihak Pemegang Serahhak dan Pihak Penyerahhak/ Peminjam, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak dengan dibantu oleh Pelelong yang tersebut dibawah;

AKAN MENJUAL SECARA

LELONGAN AWAM

**PADA 28HB FEBRUARI 2023, BERSAMAAN HARI SELASA, JAM: 11.00 PAGI.
DI 30-2, JALAN TEKNOLOGI 3/6C, TAMAN SAINS SELANGOR 1, KOTA DAMANSARA,
47810 PETALING JAYA, SELANGOR DARUL EHSAN.**

Nota: Bakal-bakal pembeli adalah dinasihatkan agar membuat carian hakmilik secara rasmi di Pejabat Tanah Daerah dan memeriksa semua tanggungan, bebanan serta mengenal pasti dengan tepat hartanah tersebut sebelum jualan lelongan dijalankan

BUTIR-BUTIR HAKMILIK:-

No. Hakmilik Utama : 26545 (terdahulu dikenali sebagai Geran No. 10523 & 10552)
No. Lot : 8 Seksyen 1 (terdahulu dikenali sebagai Lot 4, Seksyen 1 & 2)
No. Petak Pemaju : 3A-33A
No. Aras : 4
Mukim/ Daerah/ Negeri : Pekan Kuala Pauh/Kuala Lumpur/Wilayah Persekutuan Kuala Lumpur
Pegangan : Selama-lamanya.
Keluasan Lantai : 65.13 square metres / (701 square feet).
Pemilik Berfaedah : Yap Yuen Fui
Pemilik Berdaftar : Tala (M) Sdn Bhd
Bebanan : Diserahkan Hak kepada MALAYAN BANKING BERHAD (menggambil alih The Pacific Bank Berhad melalui Perintah Perletakan Hak bertarikh 22/12/2000) melalui Perjanjian Pinjaman Pertama Serta Serahan Bertarikh 9/1/1996.

PERIHAL DAN LOKASI HARTANAH:-

Harta tersebut adalah merupakan seunit pejabat dalam kompleks perdagangan yang beralamat pos di **Unit No. 25-4-33A, Plaza Prima, Jalan Klang Lama, 58000 Kuala Lumpur.**

HARGA RIZAB:- Harta tersebut akan dijual tertakluk kepada satu harga rizab sebanyak **RM65,610.00** (Ringgit Malaysia ENAM PULUH LIMA RIBU ENAM RATUS SEPULUH SAHAJA), dan kepada Syarat-syarat Jualan yang dilampirkan. Penawar yang berminat, adalah dikehendaki mendepositkan **10%** daripada Harga Rizab dalam bentuk **BANK DRAF** atas nama **MALAYAN BANKING BERHAD**, kepada Pelelong sebelum Jam 10.15 pagi pada hari Lelongan. Baki wang belian hendaklah dibayar oleh penawar yang berjaya dalam tempoh **Satu Ratus Dua Puluh (120) hari** dari tarikh jualan Lelong kepada **MALAYAN BANKING BERHAD**.

Untuk butir-butir selanjutnya, sila berhubung dengan **TETUAN CH YEAP MALUDA CHEH**, Peguamcara bagi Pihak Pemegang Serahhak di 18-3A, Udarama Complex, Jalan 3/64A, Off Jalan Ipoh, 50350 Kuala Lumpur. Tel. No: (03) 4041 0405. Fax No: (03) 4041 1536. Att: Siti. Ref: F.CLO/111001/21/303/MM/SF atau kepada pelelong sepertimana yang tersebut dibawah;

MEWAH AUCTIONEERS

A-4-17, Jalan RP5,
Taman Rawang Perdana, 48000 Rawang, Selangor
Email: mewah_auctioneers@yahoo.com
Ref: (1225/22)DIm.ME/MBB/Feb'23

AHMAD ZULKIFLI BIN AZIZAN.

Pelelong Berlesen.
Tel: 012-305 5260

CONDITIONS OF SALE

IN THE MATTER OF SALE AND PURCHASE AGREEMENT DATED 6/4/1994, FIRST LOAN AGREEMENT CUM ASSIGNMENT DATED 9/1/1996 AND SECOND LOAN AGREEMENT DATED 9/1/1996.

1. This sale is made by **MALAYAN BANKING BERHAD** (“the Assignee”) in exercise of the rights and powers conferred under the **SALE AND PURCHASE AGREEMENT DATED 6/4/1994, FIRST LOAN AGREEMENT CUM ASSIGNMENT DATED 9/1/1996**, executed by **Yap Yuen Fui** (“the Assignor”) in favour of the Assignee and is made subject to all conditions and category of Land use, express or implied or imposed upon or relating to or affecting the Property.
2. Subject to a reserve Price, the Highest Bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or to add to these conditions of Sale. In the case of any dispute as to any bid at the option of the Assignee, the Auctioneer may forthwith determine the dispute or put the property up again or the property at the last undisputed bid or to withdraw the property.
3. The Assignee be and is hereby at liberty to bid for the property (without having to pay any deposit whatsoever.) The Auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserve 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 and owing under the said Loan Agreement Cum Deed of Assignment, Facility Agreement and Supplemental Assignment a 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 previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale 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 reserve price shall be forfeited to the assignee and the property shall 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 (with the exception of the Assignee) are required to deposit with the Auctioneer **10%** of the fixed reserve price for the property by bank draft or cashier’s order only in favour of **MALAYAN BANKING BERHAD** prior to the auction sale. Any intending bidders who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state necessary documents. For Bumiputra Lot, only Bumiputra are allowed to act for and on behalf of the bidder. All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.
6. Immediately after the fall of the hammer, the Purchaser (other than the Assignee if he is the Purchaser) shall pay to the Assignee’s Solicitors and/or the Assignee, the difference between the deposit pursuant to Clause 5 above and the sum equivalent to **10%** of the successful bid either in **CASH or by BANK DRAFT** which sum is inclusive of the sum earlier paid under Clause 5 hereof 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 Purchaser under Clause 5 and this Clause shall be held by the Assignee subject to the provisions of Clauses 7 and 9.
7. In the event that the Purchaser fails to pay a Deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum, the Deposit paid pursuant to Clauses 5 & 6 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 cost of such resale together with the deficiency in price (if any) which may result on the resale or the balance purchase price if there is no resale shall be recoverable from the defaulting Purchaser.

8. The balance of the purchase price [including any Tax (if applicable)], shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **One Hundred And Twenty (120) Days**, from the date of the Auction Sale by **BANK DRAFT or CASHIER'S ORDER** only, drawn in favour of **MALAYAN BANKING BERHAD** . The period of **One Hundred And Twenty(120) Days**, may be extended by the Assignee upon a written request to the Assignee by the Purchaser before the expiry date applying for an extension of time and the Assignee may in its absolute discretion (i) agree to grant the extension of time unconditionally or (ii) refuse the request, in which case the **10%** of the successful bid shall be forfeited or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of interest at such rate as the Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
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 Clauses 5 & 6, above all shall be forfeited by the Assignee and the property may again be put up for sale at a time, place & reserve price (if any) which may result on a resale or the balance purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser.
10. Upon full payment of the balance purchase price in accordance with Clause 8 above and the consent to transfer from the developer and/or any relevant authorities if applicable, 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) an Assignment in favour of the Purchaser of all the rights and benefits under the sale and Purchase Agreement entered between the Developer of the Property and the Assignor upon such terms and conditions stipulated by the Assignee in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitor's fees and disbursement in preparing the Deed of Assignment and any administrative or transfer costs or any other outgoings that may be due to or imposed by the Developer (including any tax), the Assignee shall deliver to the Purchaser or his Solicitor the duly executed Assignment, then Original Sale and Purchase Agreement and certified true copy (ies) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by Assignee.
11. As from the time of the auction sale, the property shall be at the sole risk of the purchaser as regard to any loss or damage of whatsoever nature or howsoever occurring.
12. The purchaser shall admit the identity of the property purchased by the purchaser with that comprised in the **MUNIMENTS** offered by the Auctioneer as the title of the property upon the evidence afforded by the **COMPARISON** of the description in the particulars and muniments respectively.
13. (i) Any arrears of Quit Rent and Assessment which may be due to any relevant authority as at the date of the auction, shall be borne by the Assignee and deducted from the purchase price upon receipt of the balance sum;

(ii) Any other charges (including any tax) howsoever due and owing to the developer or liquidator or any relevant body or authority including but not limited to maintenance charges, sinking fund, utilities bills and deposits, late payment interest, storage charges, transfer fees, outstanding progressive payment and tax under Goods & Services Tax Act 2014 (if applicable) shall be borne by the purchaser;

(iii) In the event the Developer had previously charged the Assignor any amount due under Goods & Services Tax Act 2014 and the said amount is still due and payable to the Developer, the said amount shall be borne by the Purchaser and not the Assignee.
14. The Purchaser is liable to any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee deduction or withholding of any nature, that is imposed by any government authority, including, without limitation, any and other taxes by whatever name called, and any interest, fines or penalties in respect thereof, in the event that there is tax payable, the successful bidder shall pay the amount of tax for the time being due or payable in addition to the Purchase Price.
15. The property is sold as is where is basis subject to all existing easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.

16. 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 the sale nor shall any compensation be allowed in respect thereof.
17. The property is believed to be and shall be taken to be correctly described and sold as is where is basis subject to all express conditions, restriction-in-interest, easement, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or thereover 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, misstatement, omission or misdescription 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 by the Assignee or by an Order of Court or consent not being obtained by the Purchaser from the developer and/or any other relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Assignee shall refund the deposit and monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) to the Purchaser, free of Interest less costs and fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, **MALAYAN BANKING BERHAD** , the Auctioneer or any other part on account thereof. The purchaser shall comply with all the terms and conditions imposed by the Developer and Proprietor in their consent letters. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee in this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee, **MESSRS CH YEAP MALUDA CHEH**, and the Auctioneer or their respective servants or agents.
19. The Purchaser shall within **One Hundred And Twenty (120) Days** from the date of the auction sale apply to and obtain from the State of Authority, Developer and/or its liquidator and/or other relevant authorities (if any) for consent to transfer/charge or for assignment of the property and the purchaser has to comply with all the terms and conditions as imposed by the State Authority, Developer or other relevant authorities as the case may be in granting the said consent to transfer/charge or assigning to the Purchaser within the said period of **One Hundred And Twenty (120) Days** or within such period as may be specified by the State Authority, Developer and/or the relevant authority, which is earlier and to keep the Assignee or **MESSRS CH YEAP MALUDA CHEH**, informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application and imposed by the State Authority, Developer, its liquidator and/or other relevant authorities shall be borne by the Purchaser.
20. If the separate document of the title or strata title for the property has been issued whether before on or after the date of the auction sale, the Assignee shall not be required to register its charge(s) nor to procure a transfer in Form 14A prescribed by the National Land Code, 1965 in favour of the Purchaser from the Developer or the Proprietor (as the case may be). The transfer of the Property from the Developer or Proprietor (as the case may be) shall be procured and prepared by the Purchaser at the Purchaser's expense who undertakes to pay such sum and comply with the condition (if any) imposed by the Developer, its liquidator, and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the property.
21. In the event the consent from the State Authority, Developer, its liquidator and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee, the Assignee shall be entitled to terminate the sale in its absolute discretion where upon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser towards account of the purchase price free of interest less all costs and fees incurred by the Assignee in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against the Assignee, **MESSRS CH YEAP MALUDA CHEH**, the Auctioneer or any other party on account thereof.

22. The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at their/his/her own cost and expenses take possession of the property without obligation on the part of the Assignee or his Agent to give vacant possession.
23. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
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.
25. Unless expressly provided herein, the Assignee, MESSRS CH YEAP MALUDA CHEH, and the Auctioneer or either of them or their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser, including but not limited to liability in tort, in relation to any matter or thing arising out of, in connection with, or in respect of the sale whatsoever and howsoever caused arising.
26. All statements made in the Proclamation of Sale and Condition of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee, MESSRS CH YEAP MALUDA CHEH, and the Auctioneer or either of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of such statements and neither the Assignee, MESSRS CH YEAP MALUDA CHEH, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the property.
27. In the event that the sale is terminated for any reason whatsoever, the Purchaser if vacant possession of the property is delivered shall redeliver vacant possession of the property to the Assignee at the costs of the Purchaser immediately upon such termination.
28. The Assignee be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.
29. For the purpose of these conditions time shall be the essence of the contract.
30. In the event of any discrepancy, misstatement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.

MEMORANDUM OF CONTRACT

MEMORANDUM: At the sale by Public Auction this **28/02/2023**, of the Property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **First Loan Agreement Cum Assignment Dated 9/1/1996 And Second Loan Agreement Dated 9/1/1996**, entered into between **MALAYAN BANKING BERHAD** and **YAP YUEN FUI**, in relation to the property identified as **Unit No. 25-4-33A, Plaza Prima, Jalan Klang Lama, 58000 Kuala Lumpur**. The highest bidder stated below has been declared as the Purchaser of the said Property for the sum of RM_____, who has paid to the Assignee/Bank above named the sum of RM_____, 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 for the Assignee acknowledged receipt of the said deposit.

Purchase Price : RM _____
10% of Total Purchase Price : RM _____
Balance Purchase Price : RM _____

PURCHASER'S NAME/ NRIC NO:

1. Name: _____ NRIC No: _____

2. Name: _____ NRIC No: _____

ADDRESS : _____

TEL NO: _____

SIGNATURE OF PURCHASER/S
Authorised Agent

MESSRS CH YEAP MALUDA CHEH.
Solicitor's For The Assignee

AHMAD ZULKIFLI BIN AZIZAN.
Licensed Auctioneer.