

PROCLAMATION OF SALE

In The Matter Of The Property Purchase Agreement, Property Sale Agreement And Deed Of Assignment
All Dated The 7th Day Of November, 2003

Between

CIMB Islamic Bank Berhad (671380-H)
(Formerly known as Commerce Tijari Bank Berhad).....Assignee / Financier

And

(1) Mahdir Bin Dolgelak (Nric No. 671018-01-5655 / A0915186)
(2) Sarimah Binti Jasman (Nric No. 680303-01-5464 / A0947232).....Assignors / Customers

In the exercise of the rights and powers conferred upon the Assignee/Financier under the Property Purchase Agreement, Property Sale Agreement and Deed of Assignment all dated the 7th day of November, 2003 entered into between the Assignors/Customers and the Assignee/Financier, it is hereby proclaimed that the Assignee/Financier with the assistance of the undermentioned Auctioneer

Will Sell The Property Described Below By PUBLIC AUCTION

On Saturday, The 20th Day Of August, 2016
At 10.00 a.m.

Venue : Safir Room, Level BR
Hotel Istana Kuala Lumpur
73, Jalan Raja Chulan, Kuala Lumpur

- Property:**
 - Description (as per Original SPA)** : All that residential parcel (being a **three (3) bedroom apartment**) identified as Parcel No. C-L1-17, Storey No. L1 comprised within a five (5) storey walk-up apartment building distinguished as Building No. Block C, Type : Tioman, Taman Sri Nelayan, Pelabuhan Klang, Selangor Darul Ehsan
 - Postal Address** : **Unit No. C-L1-17, Block C, Lengkungan Kampung Nelayan, Taman Sri Nelayan, 42000 Pelabuhan Klang, Selangor Darul Ehsan**
 - Floor Area** : Approximately 71.35 square metres (768 square feet)
 - Developer / Vendor** : **Sheikh Mah Development Sdn Bhd**
 - Strata Title** : The Strata title to the Property has yet to be issued by the appropriate authority.
- Master Land:**
 - Title Particulars** : HS (M) 30782 and PT 66440, Mukim & District of Klang and State of Selangor Darul Ehsan
 - Tenure** : Leasehold for 99 years, expiring on 29/6/2078
 - Note** : (i) **The successful Purchaser to bear the 2.5% undisbursed facility amount of RM1,822.50 (under SPA).**
(ii) **There is a restriction-in-interest i.e. "Tanah yang diberi milik ini tidak boleh dipindah milik, digadai atau dipajak melainkan dengan kebenaran Pihak Berkuasa Negeri"**

PROSPECTIVE BIDDERS ARE ADVISED TO INSPECT THE PROPERTY AND CONDUCT AND RELY ON THEIR OWN SEARCHES, ENQUIRIES, INVESTIGATIONS AND VERIFICATIONS ON THE ACCURACY AND CORRECTNESS OF THE PARTICULARS AND INFORMATION PROVIDED AND TO TAKE PROFESSIONAL ADVICE IN THAT REGARD PRIOR TO THE AUCTION.

The Property will be sold by way of auction through the Auctioneer. The rights, title and interests to the Property will be conveyed to the Successful Purchaser upon completion of the sale.

The Financier gives no warranty as to the accuracy or correctness of the information and statements contained in this Proclamation of Sale and the Conditions of Sale or as to the state or condition of the Property other than that the Financier is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Financier.

The Assignee/Financier wherever mentioned in this Proclamation of Sale shall mean the Assignee/Financier and/or any financial institution's business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Financier and/or any financial institution which changed its name to the Assignee/Financier and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Financier had been a party thereto. The full details of the above may be obtained from the Assignee/Financier upon request.



Reserve Price : RM45,000.00

Note : Prior to the auction sale, all intending bidders are advised to:-

- inspect the property;**
- conduct land searches (official as well as private);**
- make a relevant enquiries with the developer, landowner and/or appropriate authorities; and**
- obtain from the Auctioneer a copy of the Conditions of Sale.**

For further particulars, please contact **Messrs Sidek Teoh Wong & Dennis**, Solicitors for the Assignee/Financier whose address at Level 32 Menara TH Perdana, 1001, Jalan Sultan Ismail, 50250 Kuala Lumpur (Ref: JCS/CIMB-I/L/3567JRL(F)/HL/15/TNH, Tel: 03-2692 3000, Fax: 03-2693 0300) or **CIMB Islamic Bank Berhad**

Hotline: 1 300-88-0811 or

Log on to apmart.cimbbank.com.my

NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), 1st Floor, Block B

Megan Avenue II

No. 12, Jalan Yap Kwan Seng

50450 Kuala Lumpur

TEL NOS. : 03-21623333 & 21632222 / FAX NOS : 03-21623233 & 21629298

WEBSITE : www.ngchanmau.com

NG CHAN MAU

FOONG CHON WAI

Licensed Auctioneers

Reserve Price

The property will be sold on an "as is where is" basis and subject to the reserve price and the terms contained in the Proclamation and Conditions of Sale.

Deposit

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale, **ten per cent (10%)** of the reserve price together with GST (whenever applicable) by **bank draft or cashier's order** only in favour of **CIMB Islamic Bank Berhad**.

REGISTRATION CLOSING TIME : 9.45 A.M.

CONDITIONS OF SALE

1. This sale is made by **CIMB ISLAMIC BANK BERHAD** (“Assignee/Financier”) in exercise of the rights and powers conferred upon the Assignee/Financier pursuant to a Property Purchase Agreement, Property Sale Agreement and Deed of Assignment all dated the 7th day of November, 2003 executed by **Mahdir Bin Dolgelak & Sarimah Binti Jasman** (“Assignors/Customers”) in favour of the Assignee/Financier and is made subject to all conditions and category of land use, express and/or implied and/or imposed upon and/or relating to and/or affecting the Property.
2. The Property is sold on an “as is where is” basis without vacant possession subject to:
 - (a) all express and/or implied conditions, restrictions-in-interest affecting the Master Land and that which may be imposed/endorsed on the issue document of individual or strata title to the Property upon the issuance thereof;
 - (b) all easements, covenants, charges, caveats, liabilities, (including but not limited to liabilities to the local authorities incurred but not ascertained and any rates made but not demanded) and any adverse claims in respect of the Property; and
 - (c) all tenancies, leases, occupiers and rights (if any) of any tenant or occupier, subsisting thereon or therefore without any obligations arising to define the same respectively.
3. If the property offered for auction comprises more than one (1) property, the Auctioneer shall have the right to regulate the sale including but not limited to the following:
 - (a) determine or vary the order of the sale;
 - (b) offer the properties for sale either individually or en bloc or in any combination/manner as determined by the Auctioneer; and/or
 - (c) withdraw any of the properties from the sale upon the Assignee/Financier’s instructions.
4. The Auctioneer shall have the right upon the Assignee/Financier’s instructions to withdraw the property for sale at any time before the sale has been knocked down and either after or without declaring the reserved price subject to the Assignee/Financier’s instructions before such withdrawal.
5. Subject to the reserve price together with Goods and Services Tax (“GST”) [whenever applicable], the highest bidder being so allowed by the Auctioneer, shall be the successful purchaser (“**Successful Purchaser**”) but the Auctioneer and/or the Assignee/Financier shall have the right to refuse any bid without having the necessity to give any reason for such refusal. If any dispute arises as to any bid or bids and/or the bidding process and/or the highest bid, the Auctioneer may, after having first obtained the Assignee/Financier’s consent, at his own discretion determine the dispute or re-conduct the auction sale at the last undisputed bid or may withdraw the Property from the auction sale.
6. No bid shall be less than the previous bid and the reserve price for the Property and no bid shall be retracted. Should there be any retraction from a registered bidder(s) or the highest bidder after commencement of the auction (or after the fall of the hammer), the deposit of 10% of the reserve price placed by the said registered bidder(s) or highest bidder shall be forfeited by the Assignee/Financier and the Property shall at the absolute discretion of the Assignee/Financier be put up for sale again or the Assignee/Financier may decide to adjourn the auction sale to another date.
7. The Assignee/Financier is at liberty to bid for the property (without having to pay any deposit whatsoever). If the Assignee/Financier is the Successful Purchaser, the Assignee/Financier is at liberty to set off the reserve price against the amount due and owing under the Murabaha Facility Agreement/Ijarah Agreement/Deed of Assignment/Property Sale Agreement on the date of sale, together with all costs and expenses of the sale and all other costs and expenses whatsoever in relation to this matter.
8. Any subsidiary, related or associated company of the Assignee/Financier (“**CIMB Related Company**”) may bid at the auction sale and CIMB Related Company is exempted from complying with the provisions in clause 9, 10 and 14(a) of this Conditions of Sale.
If CIMB Related Company is the Successful Purchaser:
 - (a) a sum equivalent to 10% of the reserve price together with GST (whenever applicable), shall be paid by way of fund transfer; and
 - (b) the Balance Purchase Price together with GST (whenever applicable) shall be paid by way of CIMB Related Company’s fund transfer within 90 days from the date of the sale or any such extended period as permitted by the Assignee/Financier (if any).
9. All intending bidders (with the exception of the Assignee/Financier) are required to deposit with the Auctioneer or the Assignee/Financier’s Solicitors a sum equivalent to 10% of the reserve price (“**Deposit**”) for the Property together with GST (whenever applicable) by bank draft or cashier’s order only in favour of **CIMB ISLAMIC BANK BERHAD** prior to the auction sale. Any person who intends to bid on behalf of another, corporation or firm is required to deposit with the Auctioneer prior to the auction sale a letter or any other relevant documents acceptable to the Assignee/Financier to state that he is acting on behalf of another person, corporation or firm and he is authorised to sign all the necessary documents. All intending bidders are required to verify their identities by showing the Auctioneer their identity cards (or other document(s) of identification acceptable by the Auctioneer) prior to the commencement of the auction for the purpose of verification, failing which they shall not be entitled to bid. An undischarged bankrupt is not allowed to bid or to act as an agent. If the sale is restricted to bumiputra only, the intending bidders shall be bumiputra or bumiputra Company only.
10. Immediately after the fall of the hammer, the Successful Purchaser (other than the Assignee/Financier) shall sign the Memorandum of Contract and the Deposit shall be held by the Assignee/Financier subject to the provisions of Clause 12, 15 and 16.
11. The price after the close of bidding shall be known as “ the Purchase Price”.
12. If the Successful Purchaser fails to sign the Memorandum of Contract, the Deposit paid pursuant to Clause 9 shall be forfeited by the Assignee/Financier and the Property at the absolute discretion of the Assignee/Financier shall be put up for sale again at a time to be fixed by the Assignee/Financier.
13. If the Successful Purchaser intends to:
 - (a) nominate a person or corporation to be the nominee or purchaser of the Property; or
 - (b) add another person or corporation to be the co-purchaser of the Property,the Successful Purchaser shall within 7 days from the date of the auction or any such time as the Assignee/Financier may allow, apply to the Assignee/Financier’s Solicitors for such a nomination or addition with reasons acceptable to the Assignee/Financier. If the Assignee/Financier approves the said application, the Assignee/Financier shall reserve the rights to impose such other terms and conditions which the Assignee/Financier deems fit. All legal fees and other expenses including GST (where applicable) incurred for the Deed of revocation and Nomination/Addition and/or any other relevant documents which may be required to effect such nomination/addition shall be fully borne by the Successful Purchaser or the nominee/additional co-purchaser.
14. The balance of the Purchase Price shall be paid in the following manner :
 - (a) The Successful Purchaser shall make payment to the Assignee/ Financier via any mode of payment (except cash, cheque and credit card) for the sum equivalent to the balance of the Purchase Price (“**Balance Purchase Price**”) (together with all late payment charges or administrative charge, if any) and GST (where applicable) made payable to “**CIMB ISLAMIC BANK BERHAD**” and shall be paid **ON OR BEFORE 17TH DAY OF NOVEMBER, 2016** (“**Completion Date**”) or any such extended period as may be permitted by the Assignee/Financier in accordance with subclause (b) below ;
 - (b) The Successful Purchaser may request for an extension of the Completion Date from the Assignee/Financier provided that such request is made in writing and received by the Assignee/Financier or its solicitors within 14 days before the expiry of the Completion Date. Upon receipt of the Successful Purchaser’s written request for an extension of the Completion Date, the Assignee/Financier shall have the absolute right and discretion to:-
 - (i) allow such extension of time subject to any such terms and conditions as the Assignee/Financier deems fit and may impose, including but not limited to late payment charges on the unpaid balance purchase price at Bank Negara Malaysia’s Islamic Interbank Money Market rate or such other rate as approved by Bank Negara Malaysia ; or
 - (ii) refuse such request for an extension of time without the necessity to render any reasons, whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited.

15. If the Successful Purchaser fails to pay the Balance Purchase Price (together with any late payment charges or administrative charge, if any) and GST (where applicable) in accordance with Clause 14 above and/or breaches any provisions in accordance with the Conditions of Sale herein, the Assignee/Financier shall be entitled to:-
 - (a) terminate the auction sale whereupon the Deposit paid pursuant to Clause 9 above shall be forfeited by the Assignee/Financier and the Assignee/Financier shall have the right and liberty to put the Property up for sale at a time, place and reserve price to be fixed by the Assignee/Financier at its sole discretion ; or
 - (b) alternatively, enforce specific performance against the Successful Purchaser to complete the sale whereupon the Successful Purchaser shall be liable to pay all cost and expenses incurred by the Assignee/Financier in commencing such action for specific performance.
16. If the Successful Purchaser becomes a bankrupt or dies on/before the Completion Date or any such extended period as may be permitted by the the Assignee/Financier shall have the absolute right and discretion to do the following:
 - (a) forfeit the Deposit together with profit accrued thereon and this auction sale shall be deemed terminated and of no further effect; or
 - (b) after defraying the expenses in carrying out the auction sale, cancel the sale and to refund the balance of the Deposit to the estate of the deceased Successful Purchaser (subject to the production of relevant documents evidencing the death and the right of representation of the estate of the deceased) or the Official Assignee as the case may be if the Successful Purchaser is or becomes a bankrupt; and
 - (c) the Assignee/Financier may resolve the matter in any other manner that the Assignee/Financier deems fit and the Assignee/Financier's decision shall be conclusive.
17. If there is any material discrepancy and/or disparity as to description of the parties and/or the property in this proclamation of sale and the security documents in the Assignee/Financier's possession, the Assignee/Financier shall, except such material discrepancy and/or disparity is caused by the Assignee/Financier, subject to its ability, assist the Successful Purchaser to rectify the said discrepancy and/or disparity whereby all costs and/or expenses incurred shall be borne by the Successful Purchaser.
 - (a) In the event such material discrepancy cannot be rectified by the Assignee/Successful Purchaser, the Successful Purchaser may, before the completion of the sale, terminate this purchase in which event, the Deposit paid pursuant to Clause 9 above, shall be refunded to the Successful Purchaser without any profit accrued thereon or compensation being paid. The Memorandum of Contract signed pursuant to this auction shall be terminated and cease to be of any further effect and either party shall have no further claim against the other party in respect to the discrepancies.
18. All service and maintenance charges, quit rent and assessments payable in respect of the Property shall be apportioned as at the date of auction. Subject to the Successful Purchaser complying with the stipulations in sub clause (a) and (b) below, the portion attributable for the period up to the date of auction shall be paid out from the Purchase Price. The portion attributable from the date of auction shall be solely borne by the Successful Purchaser. The Successful Purchaser shall:
 - (a) pay all service and maintenance charges, quit rent and assessment in respect of the Property from the date of the auction ; and
 - (b) submit evidence of the relevant payments in respect of service and maintenance charges, quit rent and assessment by way of the original receipt(s) and/or copy of the original receipt(s) duly certified by the issuer of the said receipt(s) and itemized billing of the respective charges to the Assignee/Financier together with the payment of the Balance of Purchase Price. For the avoidance of doubt, in the event such receipt(s) and itemized billing are not submitted any subsequent claims made thereunder will not be entertained by the Assignee/Financier.
19. Unless otherwise agreed by the Assignee/Financier (subject to such terms and conditions as the Assignee/Financier may in its absolute discretion impose), all taxes, rates, levies, administrative charges, fees, sinking funds, fire 'takaful', utilities bills (including but not limited to water, electricity, gas or sewerage charges) and/or any other monies payable or owing to the Developer and/or Proprietor any other relevant authority in respect of the Property shall be borne solely by the Successful Purchaser. It shall be the responsibility of the Successful Purchaser to pay to the Developer any Balance of the Purchase Price which may still be due and owing to the Developer under the Original Sale and Purchase Agreement between the Developer and the First Purchaser in respect of the Property, if any.
20. The Successful Purchaser shall apply and obtain the consent of the relevant authority (if any) in respect of the purchase and assignment of the Property or any other consent from any body or authority as may be required by the law from time to time. Additionally, the Successful Purchaser shall request and obtain all relevant Developer's confirmation regarding the Property including but not limited to the status of the issuance of strata title, the master title particulars and the Property's postal address. All fees, charges and expenses and GST (where applicable) in connection with or incidental to the application to the relevant authority or the request for the Developer's confirmation shall be borne by the Successful Purchaser.
21. The Successful Purchaser agrees and undertakes that:
 - (a) the Successful Purchaser shall be wholly responsible for the payment of all relevant costs and expenses including GST (where applicable) pertaining to the assignment and/or transfer of the Property favouring the Successful Purchaser, including but not limited to the payment of ad valorem stamp duty, solicitors' fees;
 - (b) the Successful Purchaser and his/her financier shall not lodge any private caveat on the Master Land;
 - (c) the Successful Purchaser shall comply with all the conditions as may be imposed by the relevant authorities (if any).
 If the sale is subject to consent of the relevant authority or such other requisite consent and such consent is not obtained for any reason attributable to the Successful Purchaser, the same shall not annul the sale nor discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Financier's rights and remedies under this Agreement including the right to terminate in accordance with Clause 15.
22. The Successful Purchaser must comply with all the terms and conditions as imposed by the relevant authorities(if any) before the Completion Date -or such period as may be extended by the Assignee/Financier .
23. The Successful Purchaser shall at his own costs and expense take possession of the Property after the payment of the Balance of Purchase Price. The Assignee/Financier or its agents have no obligation to deliver vacant possession of the Property and the Successful Purchaser is **PROHIBITED** from entering the Property before the payment of the Balance of Purchase Price and/or any late payment charges as described in Clause 14(b) (i) above or administrative charge (if any).
24. The Successful Purchaser agrees and undertakes to be bound by the terms, conditions, agreements, covenants and obligations of the original purchaser as contained in the documents evidencing title (including but not limited to the payment of maintenance/service charges for the maintenance and management of the common property of the scheme which the property is part thereof and such other charges, fees, costs and expenses which are more specifically set out in the original sale and purchase agreement and the deed of covenants (if any) made between the Developer, the proprietor (if applicable) and the original purchaser as though the Successful Purchaser were the original party thereto.
25. Upon the issuance of the individual/strata title to the Property, the Successful Purchaser agrees that if the transfer of the Property favouring the Successful Purchaser cannot be registered for any reason attributable to the Successful Purchaser, such non-registration shall not annul the sale or discharge the Successful Purchaser from his/her obligation under this sale without prejudice to any of the Assignee/Financier's rights and remedies under this Agreement including the right to terminate in accordance with Clause 15 .
26. Upon receipt of the full payment of the Balance Purchase Price in accordance with Clause 14 above, the Assignee/Financier shall execute or cause to be executed as soon as possible, an assignment of the beneficial interest in the Property in favour of the Successful Purchaser. The assignment shall be prepared by the solicitors for the Successful Purchaser at the Successful Purchaser's cost and expense (including legal fees, stamp duty and registration fees) and upon receipt of the Balance Purchase Price the Assignee/Financier shall (subject to the same is in the Assignee/Financier's possession) deliver to the Successful Purchaser and/or his solicitors as soon as possible all relevant security documents in relation to the Property subject to the rights of the Assignee/Financier to retain the facility agreement (if any) for enforcement of the Assignee/Financier's contractual rights.

27. The Property is believed to be and shall be taken to be correctly described and is sold subject to all express/implied conditions, restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained any rates made but not demanded), encumbrances, rights and/or occupiers, (if any), subsisting thereon or there over without any obligation arising to define the same respectively. The Successful Purchaser is deemed to have full knowledge of the state and condition of the Property and no error, misstatement or misdescription in the Proclamation of Sale shall annul the sale nor is the Successful Purchaser allowed to claim for any compensation in respect of this error, misstatement or misdescription. In the event there is any restrictions-in-interest, caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities on the Property, it shall be the duty of the Successful Purchaser to comply with the restrictions-in-interest and/or remove and/or deal with the caveats, tenancies, easements, leases, charges, previous sale and purchase, previous assignment, covenants, liabilities at its own costs and expenses without any claim or compensation from the Assignee/Financier and ensure that the sale is completed within the time as stipulated herein (or extended time, if any).
28. The Successful Purchaser shall admit and accept the identity of the Property, the position, measurement, boundaries, and the area of the Property as given herein and are believed and taken to be correct. Any discrepancy in the measurements, boundaries and/or area of the Property upon the issuance of the individual/strata title to the Property shall NOT annul this sale and the Successful Purchaser shall be responsible to pay to the Developer/or received any compensation and/or adjustment to the reserve price (if any) corresponding to the variance and/or adjustment to the measurement boundaries and area.
29. The Successful Purchaser acknowledges, agrees and confirms that:
- (a) he has inspected the Property and tendered his bid with full knowledge/notice of the actual state and condition of the Property and takes the Property **on an "as is where is" basis**;
 - (b) he made/submitted the bid solely as a result of his own inspection/evaluation and depending on his/her own skill and judgment and not in reliance on any representation or warranty, whether written, oral or implied, by or from the Assignee/Financier, the Auctioneer and/or the Assignee/Financier's Solicitors;
 - (c) he has purchased and accepted the Property in the condition, state, nature and character in which the Property is in as at the date of the sale and shall not terminate his purchase or to make any claim for compensation or reduction of the purchase price or claim any damages in respect of any misdescription of the position, measurements, boundaries, area, condition, state, nature, character and other aspects of the property.
 - (d) from the time of the sale of the property to the Successful Purchaser, the property shall be at the sole risk of the Successful Purchaser with regards to any loss or damage of whatsoever nature or howsoever occurring.
 - (e) the Assignee/Financier does not undertake to deliver vacant possession of the Property to the Successful Purchaser. The Successful Purchaser after the payment of the balance purchase price in full together with GST (whenever applicable) and/or profit accrued thereon (if any), shall at his/her own costs and expenses take possession of the Property without obligation on the part of the Assignee or its Agent to give vacant possession.
 - (f) the Assignee/Financier makes no representation as to the ownership of furniture, fittings and fixtures situated at the Property where such which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee/Financier accepts no liability for any payment which may be outstanding in respect thereof and the Property is sold subject thereon.
30. The Assignee/Financier gives no warranty as to the accuracy or correctness of the information and statements contained in the Proclamation of Sale and this Conditions of Sale or as to the state or condition of the Property other than that the Assignee/Financier is the lawful and beneficial assignee of the Property. Save as aforesaid, no representation/warranty is made by or implied against the Assignee/Financier in respect of the Property and all matters in relation hereto.
31. The Assignee/Financier is under no obligation to answer any query or request by the Successful Purchaser and any refusal or failure by the Assignee/Financier to answer such request for any reason whatsoever shall not be a ground for non-completion or delay in completion of this sale.
32. The Assignee/Financier disclaims all liability in any informal communication between the Successful Purchaser and the Assignee/Financier before or after the sale and the Successful Purchaser shall have the duty to verify all communications in relation to the Property and the sale herein.
33. All necessary investigations required by intending bidders for their purpose and consideration shall be made by the intending bidders themselves at their own costs and expenses.
34. The Assignee/Financier does not warrant, undertake or guarantee that the individual title/strata title to the Property will carry the same conditions, restrictions-in-interest, tenure and endorsements as those currently endorsed on the issue document of title to the Master Land.
35. All risk, loss or damage, including but not limited to loss or damage by fire, storm, earthquake, malicious damage, any loss or damage of whatsoever nature or howsoever occurring to the Property shall pass to the Successful Purchaser on the date of auction sale.
36. In the event the sale is set aside or declared null and void at no fault of the Successful Purchaser, the Assignee/Financier shall, subject to the Successful Purchaser first:
- (a) returning to the Assignee/Financier intact the documents evidencing title and other documents which have been delivered to the Successful Purchaser (if any); and
 - (b) executing whatever documents that may be required by the Assignee/Financier for the cancellation of the assignment of the Property in favour of the Successful Purchaser or the reassignment of the Property in favour of the Assignee/Financier, as the case may be,
- refund (free of profit accrued thereon) to the Successful Purchaser, all moneys received towards payment of the purchase price and upon such refund, the Successful Purchaser shall have no claims whatsoever against the Assignee/Financier or any other person on any account thereof.
37. The Assignee/Financier has no notice or knowledge of any encroachment or that the Government or any 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 nor shall any abatement or compensation be allowed in respect thereof.
38. The Assignee/Financier reserves the right to impose such additional terms and conditions in respect of the sale of the Property as the Assignee/Financier deems fit by giving prior notice of 14 calendars days from time to time.
39. Time shall be of the essence of this contract of sale.
40. Any notice, request or demand required to be served on the Successful Purchaser shall be in writing and shall be deemed to be sufficiently served:
- (a) if it is sent by prepaid registered post to:
 - (i) his address as furnished to the Auctioneer; or
 - (ii) his solicitors,
 and such notice, request or demand shall be deemed to have been received at the time when it would in the ordinary course of post be delivered; or
 - (b) if it is given by hand to him or his solicitors.
- All notices to the Assignee/Financier shall be in writing and shall be served on the Assignee/Financier's Solicitors by A.R. registered post or by hand.

41. If there is any conflict or inconsistency between the English text and the text in any other languages of the Proclamation of Sale and/or the Conditions of Sale, the English text shall prevail. In the event of any ambiguity or inconsistency in the interpretation or constructions of the Agreement, the Assignee/Financier shall determine such ambiguity or inconsistency and the Assignee/Financier's decision shall be final and binding.
42. Terms used in this Conditions of Sale and not otherwise defined shall have the meanings given to them in the Proclamation of Sale.
43. In these clauses as above stated, where the context so permits, the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders.
44. Each of the clauses of this Conditions of Sale is severable and distinct from one another and if any one or more of the clauses or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses of this Conditions of Sale shall not thereby be affected or impaired in any way.

CONTRACT

MEMORANDUM :- At the sale by Public Auction this **20th day of August, 2016**, of the property comprised in the foregoing particulars identified as **Unit No. C-L1-17, Block C, Lengkungan Kampung Nelayan, Taman Sri Nelayan, 42000 Pelabuhan Klang, Selangor Darul Ehsan ("Property")** whereby the rights, title, interest and benefits of the Property under the Sale & Purchase Agreement dated **25th July, 2003** made between **Sheikh Mah Development Sdn Bhd ("Vendor")** and **Mahdir Bin Dolgelak & Sarimah Binti Jasman ("Purchasers")** which were absolutely assigned to **CIMB Islamic Bank Berhad ("Assignee/Financier")** under the **Property Purchase Agreement, Property Sale Agreement and Deed of Assignment all dated the 7th day of November, 2003** entered into between the Assignee/Financier and the Assignors/Customers, **Mahdir Bin Dolgelak & Sarimah Binti Jasman.**

(**"Successful Purchaser"**) _____

is the highest bidder for and declared as the Successful Purchaser of the Property for the sum of **RM_____** and a sum of **RM_____** has been paid to the Assignee/Financier by way of deposit. The Successful Purchaser agreed to pay the balance of the purchase money and to complete the purchase according to the terms and conditions of the purchase. The Auctioneer hereby confirms the said purchase and the Assignee/Financier acknowledges the receipt of the said deposit.

Pursuant to Clause 14 (a) of the Conditions of Sale, the Completion Date shall due on the **17th day of November, 2016.**

Successful Purchaser / Authorised Agent's Signature

Purchase Money : **RM_____**

Deposit Paid : **RM_____**

Balance Due : **RM_____**

For Ng Chan Mau & Co. Sdn. Bhd.
Licensed Auctioneer

For Messrs Sidek Teoh Wong & Dennis
Solicitors for the Assignee/Financier

Name :

NRIC No :

The Assignee/Financier wherever mentioned in this Proclamation of Sale shall mean the Assignee/Financier and/or any financial institution's, business, assets and liabilities which were transferred to and/or vested in and/or held by the Assignee/Financier and/or any financial institution which changed its name to the Assignee/Financier and that any existing agreement to which the financial institution was a party shall have effect as if the Assignee/Financier had been a party thereto. The full details of the above may be obtained from the Assignee/Financier upon request.

PERISYTIHARAN JUALAN

Dalam Perkara Mengenai Perjanjian Belian Hartanah, Perjanjian Jualan Hartanah Dan Suratikatan Penyerahhakan Yang Kesemuanya Bertarikh 7hb November, 2003

Antara

CIMB Islamic Bank Berhad (671380-H)

(dahulunya dikenali sebagai Commerce Tijari Bank Berhad)

Pihak Pemegang Serahhak / Pembiaya

Dan

(1) Mahdir Bin Dolgelak (No. K/P 671018-01-5655 / A0915186)

(2) Sarimah Binti Jasman (No. K/P 680303-01-5464 / A0947232)

Pihak Penyerahhak / Pelanggan

Dalam menjalankan Kuasa dan Hak yang telah diberikan kepada Pihak Pemegang Serahhak/Pembiaya dibawah Perjanjian Belian Hartanah, Perjanjian Jualan Hartanah dan Suratikatan Penyerahhakan yang kesemuanya bertarikh 7hb November, 2003, dimasukkan di antara Pihak Penyerahhak/Pelanggan dan Pihak Pemegang Serahhak/Pembiaya, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak/Pembiaya dengan dibantu oleh Pelelong yang tersebut di bawah

Akan Menjual Hartanah Yang Dihuraikan Di Bawah Secara

LELONGAN AWAM

Pada Hari Sabtu, 20 Haribulan Ogos, 2016

Jam 10.00 pagi

Tempat : Bilik Safir, Aras BR

Hotel Istana Kuala Lumpur

73, Jalan Raja Chulan, Kuala Lumpur

- Hartanah:**
Keterangan : Semua petak kediaman (iaitu sebuah **apartmen tiga (3) bilik**) yang dikenali sebagai No. Petak C-L1-17, No. Tingkat L1, yang terkandung dalam sebuah bangunan apartmen lima (5) tingkat tanpa lif dikenali sebagai No. Bangunan Blok C, Jenis : Tioman, Taman Sri Nelayan, Pelabuhan Klang, Selangor Darul Ehsan.
Alamat Pos : **Unit No. C-L1-17, Blok C, Lengkungan Kampung Nelayan, Taman Sri Nelayan, 42000 Pelabuhan Klang, Selangor Darul Ehsan**
Keluasan Lantai Pemaju / Penjual : Lebih kurang 71.35 meter persegi (768 kaki persegi)
Hakmilik Strata : **Sheikh Mah Development Sdn Bhd**
Tanah Induk:
Butir-Butir Hakmilik : HS (M) 30782 dan PT 66440, Mukim & Daerah Klang dan Negeri Selangor Darul Ehsan
Pegangan : Pajak selama 99 tahun, tamat pada 29/6/2078
Nota : (i) **Pembeli yang berjaya hendaklah membayar 2.5% tunggakan kemudahan berjumlah RM1,822.50 (dibawah PJB).**
(ii) **Terdapat sekatan kepentingan iaitu "Tanah yang diberi milik ini tidak boleh dipindah milik, digadai atau dipajak melainkan dengan kebenaran Pihak Berkuasa Negeri"**

PENAWAR YANG BERMINAT DINASIHATKAN AGAR MEMERIKSA HARTANAH TERSEBUT DAN MEMBUAT CARIAN DAN BERGANTUNG KEPADA PENCARIAN, PERTANYAAN, PENYIASATAN DAN PENGESAHAN MASING-MASING BERKENAAN KETETAPAN DAN KEBENARAN BUTIR-BUTIR DAN MAKLUMAT YANG DISEDIAKAN SERTA MENDAPATKAN NASIHAT PROFESIONAL BERKENAAN DENGAN SEGALA MAKLUMAT TERSEBUT SEBELUM JUALAN LELONG.

Hartanah tersebut akan dijual melalui lelongan melalui Pelelong. Hakmilik terhadap Hartanah akan diserahkan kepada Pembeli Berjaya melalui Penyerahhakan selepas penyempurnaan Penyerahhakan tersebut.

Pihak Pembiaya tidak akan memberi jaminan terhadap ketepatan atau kebenaran maklumat dan kenyataan yang terkandung dalam Perisytiharan Jualan dan Syarat-syarat Jualan atau berkenaan dengan kedudukan atau keadaan Hartanah tersebut selain daripada Pihak Pembiaya sebagai Pemegang Serahhak/Benefisial yang sah ke atas Hartanah tersebut. Selain daripada yang dinyatakan sebelum ini, tiada perwakilan / pengesahan dibuat secara langsung atau tidak langsung oleh Pihak Pembiaya.

Pemegang Serahhak/Pembiaya dimana yang disebut di dalam Perisytiharan Jualan ini adalah bermaksud Pihak Pemegang Serahhak/Pembiaya dan/atau segala perniagaan, aset dan liabiliti kepunyaan mana-mana institusi kewangan yang telah dipindahmilik kepada dan/atau diletakhkan dan/atau dipegang oleh Pemegang Serahhak/Pembiaya dan/atau mana-mana institusi kewangan yang telah menukar namanya kepada Pemegang Serahhak/Pembiaya dan mana-mana perjanjian yang terwujud di mana institusi kewangan tersebut dahulunya adalah satu pihak dibawah perjanjian tersebut kini dianggap seolah-olah Pemegang Serahhak/Pembiaya telah menjadi satu pihak dibawahnya. Butir-butir penuh bagi perkara diatas boleh diperolehi daripada Pemegang Serahhak/Pembiaya atas permintaan.



Harga Rizab : RM45,000.00

Nota : Sebelum jualan lelong, bakal-bakal pembeli adalah dinasihatkan agar:-

- memeriksa hartanah tersebut;**
- membuat carian hakmilik (secara rasmi dan tidak rasmi);**
- membuat pertanyaan dengan Pemaju, Tuantah dan/atau Pihak Berkuasa berkenaan; dan**
- mendapatkan sesalinan Syarat-syarat Jualan daripada Pihak Pelelong.**

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan Sidek Teoh Wong & Dennis**, Peguamcara bagi Pihak Pemegang Serahhak/Pembiaya di Level 32 Menara TH Perdana, 1001, Jalan Sultan Ismail, 50250 Kuala Lumpur (Ref: JCS/CIMB-IL/3567JRL(F)/HL/15/TNH, Tel: 03-2692 3000, Fax: 03-2693 0300) atau **CIMB Islamic Bank Berhad**

Hotline: 1 300-88-0811 atau

Laman Web : apmart.cimbbank.com.my

NG CHAN MAU & CO. SDN. BHD. (737850-T)

Unit No. 6 (B-1-6), Tingkat 1, Blok B

Megan Avenue II

No. 12, Jalan Yap Kwan Seng

50450 Kuala Lumpur

NO TEL : 03-21623333 & 21632222 / NO FAKS : 03-21623233 & 21629298

LAMAM WEB : www.ngchanmau.com

NG CHAN MAU

FOONG CHON WAI

Pelelong Berlesen

Harga Rizab

Hartanah tersebut akan dijual dalam "**keadaan seperti sediada**" dan tertakluk kepada harga rizab dan kepada terma-terma yang terdapat di dalam Perisytiharan dan Syarat-syarat Jualan.

Deposit

Kesemua penawar adalah dikehendaki mendeposit kepada Pelelong, sebelum jualan lelong, **sepuluh peratus (10%)** daripada harga rizab bersama-sama dengan GST (dimana berkenaan) melalui **deraf Pelanggan atau pesanan juruwang** sahaja di atas nama **CIMB Islamic Bank Berhad**.

MASA PENDAFTARAN DITUTUP : 9.45 PAGI