

# PROCLAMATION OF SALE

IN THE MATTER OF THE LOAN AGREEMENT CUM ASSIGNMENT (FIRST PARTY)  
DATED THE 19TH DAY OF MARCH, 2003

BETWEEN

ALLIANCE BANK MALAYSIA BERHAD (88103-W)  
(FORMERLY KNOWN AS MULTI-PURPOSE BANK BERHAD)

ASSIGNEE / BANK

AND

(1) S. NAGAMAH A/P SUPPIAH (NRIC NO. 620621-05-5424 / 7357884)  
(2) FRANCIS A/L SELVARAJ (NRIC NO. 581014-10-5873 / 5574766)

ASSIGNORS / BORROWERS

In exercising the rights and powers conferred upon the Assignee/Bank under Loan Agreement cum Assignment (First Party) dated the 19th day of March, 2003 entered into between the Assignee/Bank and the Assignors/Borrowers, it is hereby proclaimed that the Assignee/Bank with the assistance of the undermentioned Auctioneer

WILL SELL THE PROPERTY DESCRIBED BELOW BY

## PUBLIC AUCTION

ON FRIDAY, THE 24TH DAY OF JUNE, 2016

AT 3.00 P.M.

AT THE AUCTION ROOM

UNIT NO. 6 (B-0-6), GROUND FLOOR, BLOCK B

MEGAN AVENUE II

NO. 12, JALAN YAP KWAN SENG, KUALA LUMPUR

**NOTE :** Prospective bidders are advised to : (i) inspect the subject property and check on the issuance of separate individual title (ii) seek legal advice on all matters in connection with the auction sale, including the Conditions of Sale herein (iii) conduct an official search on the parent Title at the relevant Land Office and/or other relevant authorities and (iv) make the necessary enquiries with the Developer and/or other relevant authorities as to whether the sale is open to all races or to Malaysian Citizen who are Bumiputras only and also on the other terms of consent to the sale herein prior to the auction sale. The successful bidder ("the Purchaser") shall immediately upon the sale undertake to apply for and obtain the consent to transfer (if any) from the Developer and/or State Authorities or relevant bodies.

### PARTICULARS OF PROPERTY :-

**PARENT TITLE NO AND PT NO** : HS (D) 51615 and PT 440  
**MUKIM / DISTRICT / STATE** : Setapak / Kuala Lumpur / Wilayah Persekutuan  
**FLOOR AREA** : Approximately 546 square feet  
**DEVELOPER** : **Datuk Bandar Kuala Lumpur**  
**ENCUMBRANCE** : Assigned to **Alliance Bank Malaysia Berhad** (formerly known as **Multi-Purpose Bank Berhad**) pursuant to the said Agreements and subject to all easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover.

### LOCATION AND DESCRIPTION OF THE PROPERTY

The subject property is located on the 2nd floor of a five (5) storey walk-up low-cost flat known as Block 22 within Pangsapuri Gombak Fasa 2 in Kuala Lumpur.

The subject property is an **intermediate two (2) bedroom low-cost flat** identified as **Developer's Parcel No. 14, Storey No. 02, Building No. Block 22, Low Cost Flat, Gombak Setia, Fasa 2, Kuala Lumpur** and bearing postal address at **Unit No. 22-02-14, Block 22, Pangsapuri Gombak Fasa 2, 53100 Kuala Lumpur**.

### RESERVE PRICE

The property will be sold **on an "as is where is" basis**, subject to a reserve price of **RM110,000.00 (Ringgit Malaysia One Hundred And Ten Thousand Only)**, subject to the Conditions of Sale and by way of an Assignment from the above Assignee/Bank subject to consent being obtained by the successful bidder ("the Purchaser") from **Datuk Bandar Kuala Lumpur** and/or other relevant authorities, if any, including all terms, conditions, stipulations and covenants which were and may be imposed by the Developer and the relevant authority. **Any arrears of quit rent, taxes, rates, assessment, maintenance charges, sinking fund, fire insurance premium, interest & late charges only which may be lawfully due to any Government authority or the Developer until the fall of the hammer shall be paid out of the Total Purchase Price ("TPP") provided that the Purchaser shall extract a copy of such bills and forward the same to Assignee/Bank and to request for payment from the Assignee/Bank within ninety (90) days from the date of the sale. All other fees, costs and charges relating to the transfer and assignment of the property shall be borne solely by the Purchaser.**

All intending bidders are required to deposit **10%** of the fixed reserve price by **bank draft / cashier's order** only in favour of **Alliance Bank Malaysia Berhad** prior to the auction sale with the undermentioned Auctioneer and the balance of the purchase price is to be paid within **ninety (90) days** from the date of auction to **Alliance Bank Malaysia Berhad**.

For further particulars, please contact **M/S Anad & Noraini**, Solicitors for the Assignee/Bank herein whose address is at 12-01-12-08, Level 12, The Heritage House, 33, Jalan Yap Ah Shak, 50300 Kuala Lumpur (Reference : NV/NZ/ABMB/10676(F)/16, Telephone No : 03-2691 8000, Fax No : 03-2691 2111) or the undermentioned Auctioneer.

### 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. : 03-2162 3333 & 2163 2222 / FAX NOS : 03-2162 3233 & 2162 9298

WEBSITE : [www.ngchanmau.com](http://www.ngchanmau.com)

**NG CHAN MAU**  
**FOONG CHON WAI**  
Licensed Auctioneers

# CONDITIONS OF SALE

## 1. RESERVE PRICE AND BIDDING AT AUCTION

- 1.1 This sale is made by **Alliance Bank Malaysia Berhad** (formerly known as **Multi-Purpose Bank Berhad**) ("the Assignee/Bank") in exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the Loan Agreement cum Assignment (First Party) dated the 19th day of March, 2003 and such other security documents executed by **S. Nagamah a/p Suppiah & Francis a/l Selvaraj** ("the Assignors/Borrowers") in favour of the Assignee/Bank subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property ("Property") and shall further subject to the reserve price ("Reserve Price") and the Conditions of Sale as appearing in the Proclamation of Sale.
- 1.2 Subject to the provisions of Clause 5 below the highest bidder for the Property described in the Proclamation of Sale if so allowed by the Auctioneer shall be the purchaser ("Purchaser") thereof and the Auctioneer shall have the right to reject any bid. If any dispute shall arise as to any bidding, the Property shall be at the option of the Auctioneer be put up again for sale at the last undisputed bid or the Auctioneer may decide on the dispute and the decision of the Auctioneer on all matters not provided for in this Conditions of Sale shall be final and binding in all respects if such decision is made during the course of conducting the auction on the auction date.
- 1.3 No bid shall be less than the previous bid and each bid shall be increased by a minimum amount to be determined by the Auctioneer at the time the Property is put up for sale and no bidding shall be withdrawn or retracted. Should there be any withdrawal or retraction from the registered bidder(s) or the highest bidder before or after the fall of the hammer, the bidding deposit ("Bidding Deposit") shall be forfeited to the Assignee/Bank and the Property shall be at the option of the Auctioneer be put up for sale again or the Auctioneer may decide to adjourn the auction sale to another date.
- 1.4 In the event the subject matter offered for auction comprises more than one(1) property, the Auctioneer shall have the right to:-
  - (a) determine or vary the order of 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.

## 2. BIDDING DEPOSIT

Subject to Clause 5.1 below, all intending bidders shall deposit with the Auctioneer, prior to the auction sale, a **bank draft or cashier's order** drawn in favour of **Alliance Bank Malaysia Berhad** a Bidding Deposit equivalent to **ten per cent (10%)** of the Reserve Price.

## 3. AUTHORITY TO ACT/BID

- 3.1 Any agent acting on behalf of another person, body corporate or firm is required to deposit with the Auctioneer, prior to the auction sale, a letter of authority from such person, body corporate or firm stating that he is acting on behalf of the person, body corporate or firm, as the case may be.
- 3.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only.
- 3.3 If the sale is restricted to Bumiputra only, such bidder or agent shall be a Bumiputra and when the bidder is a company it will be a Bumiputra company.
- 3.4 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.

## 4. PROHIBITED TO ACT/BID

- 4.1 No bankrupts is allowed to bid or act as agents.
- 4.2 Foreign Citizen/Foreign Company is only allowed to bid for the Property with the prior consent from the Foreign Investment Committee.
- 4.3 In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited to the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.
- 4.4 In the event a Foreign Citizen/Foreign Company bids in relation to the sale of the Property without the consent from the Foreign Investment Committee, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited to the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.

## 5. ASSIGNEE/BANK'S RIGHTS

The Assignee/Bank reserves the following rights: -

- 5.1 Right to Bid  
to bid without having to deposit with the Auctioneer the requisite **ten per cent (10%)** of the Reserve Price, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor(s)/Borrower(s) under the Loan Agreement cum Assignment (First Party) and such other security documents and all costs and expenses of, in connection with and resulting from the sale;
  - 5.2 Right to withdraw Sale  
to withdraw, postpone and call off the sale of the Property at any time prior to the auction and before the fall of the hammer; and
  - 5.3 Right to Resell after withdrawal  
to sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may deem fit.
- ## 6. PAYMENT
- 6.1 Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum at the foot of these conditions.
  - 6.2 In the event that the total purchase price ("TPP") is higher than the Reserve Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum ("Differential Sum") equivalent to the difference between **ten per cent (10%)** of the TPP ("Purchase Deposit") and the Bidding Deposit either in **cash or bank draft or cashier's order** drawn in favour of **Alliance Bank Malaysia Berhad**, as payment of deposit and towards part payment of TPP.
  - 6.3 In the event that the Purchaser fails to pay the Differential Sum or fails to sign the said Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
  - 6.4 In the event that the Purchaser shall at any time stops payment or countermands on the bank draft for the Bidding Deposit and/or the Purchase Deposit, the Property may be put up for sale at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
  - 6.5 The balance of the TPP ("Balance Purchase Price") shall be paid by the Purchaser within **ninety (90) days** from the date of the sale to the Assignee/Bank by **bank draft or cashier's order** drawn in favour of **Alliance Bank Malaysia Berhad**. However, the period of 90 days may be extended by the Assignee/Bank at 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/Bank interest at the rate to be determined by the Assignee/Bank at its absolute discretion on the Balance Purchase Price calculated on a daily basis until full payment of such amount.

- 6.6 In the event that the Purchaser fails to pay the Balance Purchase Price within the time or extended time as the case may be and in the manner as stipulated in Clause **6.5** above, the Purchase Deposit together with the interest (if any) paid under Clause **6.2** above shall be forfeited by the Assignee/Bank and the property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
- 6.7 Subject to Clauses **6.1, 6.2, 6.3, 6.4, 6.5 and 6.6** hereof, for property which is still under progressive constructions stage, the Purchaser shall :-
- (a) In the event that the Purchaser shall require a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated in Clause **6.5** hereof, cause his/her financier to issue a letter of undertaking to pay the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;
- (b) In the event that the Purchaser shall not require a loan to enable him/her to complete the purchase herein, the Purchaser shall within time stipulated in Clause **6.5** hereof, procure a bank guarantee to pay the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement made in favour of the Developer from his/her financier and to release the Assignee/Bank from its original undertaking;
- (c) Any payment due and payable to the Developer after the date of sale, including the balance progressive payment in accordance with the schedule of the principal Sale and Purchase Agreement, charges, interest and penalty as a result of the delay by the Purchaser in giving any undertaking/bank guarantee stated in Clauses **6.7(a) & (b)** hereof, shall be borne by the Purchaser absolutely; and
- (d) In the event that the Purchaser shall fail, neglect and/or refuse to procure a letter of undertaking/bank guarantee mentioned in the manner and at the times reserved in Clauses **6.7(a) & (b)** hereof, the Assignee/Bank shall be entitled to terminate the sale by a notice in writing to the Purchaser whereupon the Purchase Deposit referred in Clause **6.2** shall be forfeited by the Assignee/Bank and the Property may again be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as correct and conclusive.
7. **DEED OF ASSIGNMENT/TRANSFER**  
Upon full payment of the TPP with interest (if any) and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any the Assignee/Bank and the Purchaser shall observe the following:-
- 7.1 The Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's costs and expenses including legal, stamp and registration fees in favour of the Purchaser an Assignment in the form and format duly approved by the Assignee/Bank, of all the rights, title, interest and benefits under the principal Sale and Purchase Agreement entered into between the Developer/Landowner and the original purchaser upon the terms and conditions stipulated by the Assignee/Bank at its absolute discretion. Thereafter and upon payment by the Purchaser of all such costs and expenses including the vetting fee of the Assignment, the Assignee/Bank shall deliver to the Purchaser the Assignment duly executed or caused to be executed by the Assignee/Bank, the original of the principal Sale and Purchase Agreement or duplicate copy or certified true copy and the original of the previous Assignment(s) or duplicate copy or certified true copy as in the Assignee/Bank's possession;
- 7.2 The Purchaser shall be liable to all costs and expenses including legal, stamp and registration fees of and incidental to the transfer of the Property in the event of the individual land/strata title has been issued.
- 7.3 If the separate document of 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 as 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 sums and comply with the conditions (if any) imposed by the Developer and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the Property.
8. **CONDITION OF PROPERTY**  
All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the Property in the state and condition in which the Property is at the date of the auction sale.
9. **TENANCIES AND RESTRICTIVE COVENANTS**  
The Property is believed to be and shall be taken to be correctly described and is sold subject to all express conditions, restrictions-in-interest, caveats, leases, tenancies, easements, liabilities, encumbrances and rights, if any, subsisting thereon or thereover without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.
10. **IDENTITY OF THE PROPERTY**
- 10.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and such other documents offered by the Assignee/Bank as the title to the Property by a comparison of the description in the Proclamation of Sale and the aforesaid documents.
- 10.2 Any error, misstatement, omission or misdescription of the Property in the Proclamation of Sale and the documents referred to in paragraph **10.1** above shall not annul the sale, nor shall any compensation be allowed therefor.
11. **RISK OF THE PROPERTY**  
As from the time of the sale, the Property shall be at the sole risk of the Purchaser as regards to loss or damage of whatsoever nature or howsoever occurring including by fire or other accidents, state of cultivation, non-occupation or otherwise.
12. **QUIT RENT & OTHER OUTGOINGS**  
Any arrears of quit rent, taxes, rates, assessment, maintenance charges, sinking fund, fire insurance premium, interest & late charges only which may be lawfully due to any Government authority or the Developer until the fall of the hammer shall be paid out of the TPP **provided that the Purchaser shall extract a copy of such bills and forward the same to Assignee/Bank and to request for payment from the Assignee/Bank within ninety (90) days from the date of the sale.** Thereafter, the Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for effecting the transfer of the beneficial ownership in the property to the Purchaser.
13. **CONSENT**  
The Purchaser shall be responsible to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and/or assignment and/or transfer and all fees, charges and expenses including administrative fees in connection with or incidental to the application shall be borne by the Purchaser.
14. **VACANT POSSESSION**  
The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part of the Assignee/Bank to give vacant possession.
15. **SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED**
- 15.1 In the event of the sale being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court this sale shall be of no further effect from the date thereof and the Assignee/Bank shall refund the Purchase Deposit or TPP, as the case may be, to the Purchaser free of interest and the Purchaser shall not be entitled to any claim and/or demand whatsoever against the Assignee/Bank or any other party on account thereof.
- 15.2 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Purchase Deposit and all interest (if any) paid pursuant to Clause **6.5** above.
- 15.3 In the event 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/Bank at the costs of the Purchaser immediately upon such termination.

16. **TIME OF THE ESSENCE**  
Time wherever mentioned herein shall be of the essence of these conditions.
17. **TRANSLATION**  
In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and conditions herein, the English version shall prevail.
18. **ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**  
The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the contract of sale made pursuant hereto or the principal Sale and Purchase Agreement entered between the Developer/Landowner and the original purchaser before the Property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Bank's decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.
19. **ENCROACHMENT/ACQUISITION**  
The Assignee/Bank 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 other 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 or shall any abatement or compensation be allowed in respect thereof.
20. **EXCLUSION OF LIABILITY**  
All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the Property are made without responsibility on the part of the Assignee/Bank, the Solicitors 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 of any such statements and neither the Assignee/Bank, the Solicitors, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatsoever in relation to the Property.
21. **PROCLAMATION OF SALE, CONDITIONS OF SALE AND MEMORANDUM OF SALE**  
All contents in the Proclamation of Sale and this Conditions of Sale are to be read together and shall be part of the Memorandum of Sale.

## CONTRACT

**MEMORANDUM:-** At the sale by Public Auction this **24th day of June, 2016**, of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits in relation to the property identified as **Developer's Parcel No. 14, Storey No. 02, Building No. Block 22, Low Cost Flat, Gombak Setia, Fasa 2, Kuala Lumpur** and bearing postal address at **Unit No. 22-02-14, Block 22, Pangsapuri Gombak Fasa 2, 53100 Kuala Lumpur** developed by **Datuk Bandar Kuala Lumpur**, the highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM \_\_\_\_\_** and a sum of **RM \_\_\_\_\_** has been paid to the Assignee/Bank by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit on behalf of the Assignee/Bank.

**PURCHASER'S PARTICULARS**

\_\_\_\_\_  
 \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
 \_\_\_\_\_

**PURCHASE MONEY : RM \_\_\_\_\_**  
**DEPOSIT MONEY : RM \_\_\_\_\_**  
**BALANCE DUE : RM \_\_\_\_\_**

\_\_\_\_\_  
**SIGNATURE OF PURCHASER/S  
 AUTHORISED AGENT**

\_\_\_\_\_  
**FOR M/S ANAD & NORAINI  
 SOLICITORS FOR THE ASSIGNEE/BANK**  
**NAME : \_\_\_\_\_**

\_\_\_\_\_  
**FOR M/S NG CHAN MAU & CO. SDN. BHD.  
 LICENSED AUCTIONEER**