

# PROCLAMATION OF SALE

IN THE MATTER OF ASSET PURCHASE AGREEMENT, DEED OF ASSIGNMENT (BY WAY OF SECURITY) (1<sup>ST</sup> PARTY) AND IJARAH FACILITY AGREEMENT ALL DATED 09<sup>TH</sup> FEBRUARY, 2011

BETWEEN  
KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD (672174-T) .....Assignee

AND  
ROSMAH BINTI HARRUN (NRIC NO.: 690609-04-5286) .....Assignor/Borrower

In the exercise of the rights and powers conferred upon the Assignee under the **Asset Purchase Agreement, Deed of Assignment (by way of security) (1<sup>st</sup> Party) and Ijarah Facility Agreement all dated 09<sup>th</sup> February, 2011** entered into between the Assignor/Borrower and the said Assignee it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer **WILL SELL THE PROPERTY DESCRIBED BELOW BY:-**

## PUBLIC AUCTION

ON MONDAY, THE 16<sup>TH</sup> DAY OF JULY, 2018,  
AT 2.30 IN THE AFTERNOON,  
AT THE AUCTION HALL OF "EHSAN AUCTIONEERS SDN. BHD."  
SUITE C-20-3, LEVEL 20, BLOCK C, MEGAN AVENUE II,  
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.

- Note : (1) Prior to the auction sale, all intending bidders are advised to:-  
(i) inspect the subject property  
(ii) conduct an official title search  
(iii) enquire from the Developer/Proprietor and/or other relevant authorities  
(iv) obtain a copy of the Conditions of Sale from the Auctioneer.  
(2) This material is based upon information which we consider reliable. As it has been supplied by third parties we cannot represent that it is accurate or complete. As such it is subject to errors or omissions.  
(3) As at auction date, consent (if applicable) from the Developer/Proprietor and/or other relevant authorities is yet to be obtained, it is the responsibility and liability of the successful bidder to obtain the consent/transfer (if applicable) pertaining the auction from the Developer/Proprietor and/or other relevant authorities.

### PARTICULARS OF PROPERTY:-

Master Title Nos. : Geran 71990, Lot 293 - Seksyen 43  
(formerly held under HS(D) 114680, PT No. 58 in Seksyen 43)  
Mukim & District/State : Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur  
Developer's Parcel No. : 1B-3-3A, Storey No. 12, Block No. MyHabitat 1, Type A3, MyHabitat Service Residence  
Tenure : Interest in perpetuity  
Provisional Floor Area : 117 sq. m. (1,259 sq. ft.)  
Vendor/Developer : APL Development Sdn Bhd  
Beneficial Owner(s) : Rosmah Binti Harrun  
Encumbrances : Assigned to KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD

### LOCATION AND DESCRIPTION:-

The subject property is a **3-bedroom service residence** bearing postal address of **Unit No. A2-12-1, MyHabitat Residences, No. 3, Jalan Aman, Off Jalan Tun Razak, 55000 Kuala Lumpur.** Accommodation- Living area, dining area, master bedroom with an attached bath/wc, 2 bedrooms, kitchen, bath/wc, yard and balcony.

### RESERVE PRICE:

The property will be sold on an "as is where is" basis subject to a reserve price of **RM 890,000.00 (RINGGIT MALAYSIA EIGHT HUNDRED AND NINETY THOUSAND ONLY)** and the Conditions of Sale and subject to the consent being obtained by the Purchaser from the Developer and other relevant authorities, if any.

All intending bidders are required to deposit with the Auctioneer, prior to the auction sale **10%** of the reserve price by **BANK DRAFT** only in favour of **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD** and the balance of the purchase money to be settled within **one hundred and twenty (120) days**.

For further particulars, please apply to **Messrs. Azam, Baba & Aqmar**, Solicitors for the Assignee/Bank at **No. 3-1, Jalan 10/23A, Medan Makmur, Off Jalan Usahawan, Setapak, 53200 Kuala Lumpur.** (Ref No.: ABA/L/410/PROP/KFH/IJARAH-Ayu, Tel No.: 03-4143 4357 Fax No.: 03-4143 4291) or the under mentioned Auctioneer:-

**EHSAN AUCTIONEERS SDN. BHD. (Co. No. 617309-U)**

Suite C-20-3A, Level 20, Block C, Megan Avenue II  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.  
Tel No.: 03-2161 6649 Fax No.: 03-2161 6648

Our Ref: **HANA/KFH0004/ABA(3)**

Website: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

E-mail: [hema@ehsanauctioneers.com](mailto:hema@ehsanauctioneers.com)

**DATO' HAJI ABDUL HAMID P.V. ABDO (D.I.M.P)**

**/ABDUL RAHIM BIN HUSSIN**

(Licensed Auctioneers)

# PERISYTIHARAN JUALAN

DALAM PERKARA PERJANJIAN BELIAN ASET, SURATIKATAN PENYERAHANHAK (SECARA SEKURITI)  
(PIHAK PERTAMA) DAN PERJANJIAN KEMUDAHAN IJARAH KESEMUANYA BERTARIKH 09HB FEBRUARI, 2011

ANTARA

KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD (672174-T)

.....Pihak Pemegang Serah Hak

DAN

ROSMAH BINTI HARRUN (NO. K/P: 690609-04-5286)

..... Pihak Penyerahhak/Peminjam

Menurut kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak di bawah Perjanjian Belian Aset, Suratikatan Penyerahhak (Secara Sekuriti) (Pihak Pertama) dan Perjanjian Kemudahan Ijarah kesemuanya bertarikh 09hb Februari, 2011 antara Pihak Penyerahhak/Peminjam dan Pihak Pemegang Serah Hak adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak dengan dibantu oleh Pelelong yang tersebut di bawah **AKAN MENJUAL HARTANAH YANG DITERANGKAN DI BAWAH SECARA:-**

## LELONGAN AWAM

**PADA 16HB JULAI, 2018 BERSAMAAN HARI ISNIN,  
JAM 2.30 PETANG DI DEWAN LELONGAN "EHSAN AUCTIONEERS SDN. BHD."  
SUITE C-20-3, TINGKAT 20, BLOK C, MEGAN AVENUE II,  
12, JALAN YAP KWAN SENG, 50450 KUALA LUMPUR.**

**Nota :** (1) Sebelum lelongan, semua penawar adalah dinasihatkan seperti berikut:-

- (i) memeriksa hartanah tersebut
  - (ii) membuat carian hakmilik secara rasmi
  - (iii) membuat pertanyaan dari Pemaju/Pemilik dan/atau pihak berkuasa yang lain
  - (iv) mendapatkan sesalinan Syarat-syarat Jualan dari Pelelong.
- (2) Butir ini adalah berdasarkan informasi yang dianggap boleh dipercayai. Disebabkan ia dibekalkan oleh pihak ketiga, kami tidak dapat menentukan ketepatan dan kelengkapannya. Oleh yang demikian, ia tertakluk kepada kesilapan atau tertinggal.
- (3) Setakat tarikh lelongan, kebenaran (jika perlu) dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan masih belum diperolehi, ia adalah tanggungjawab penawar yang berjaya untuk mendapat kebenaran/pindahmilik (jika perlu) terhadap lelongan tersebut dari Pemaju/Pemilik dan/atau pihak berkuasa yang berkenaan.

### **BUTIR-BUTIR HARTANAH:-**

**No. Hakmilik Induk** : Geran 71990, Lot 293 - Seksyen 43  
(dahulunya dipegang dibawah HS(D) 114680, No. PT 58 dalam Seksyen 43)

**Mukim & Daerah/Negeri** : Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur

**No. Petak Pemaju** : 1B-3-3A, No. Tingkat 12, No. Blok MyHabitat 1, Jenis A3, MyHabitat Service Residence

**Pegangan** : Selama-lamanya

**Anggaran Keluasan Lantai** : 117 mp (1,259 kp)

**Penjual/Pemaju** : **APL Development Sdn Bhd**

**Pemilik Benefisial** : **Rosmah Binti Harrun**

**Bebanan** : Diserahhak kepada **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD**

### **LOKASI DAN KETERANGAN HARTANAH:-**

Harta tersebut adalah **servis residence 3-bilik tidur** yang beralamat pos di **No. Unit A2-12-1, MyHabitat Residences, No. 3, Jalan Aman, Off Jalan Tun Razak, 55000 Kuala Lumpur. Akomodasi-** Ruang tamu, ruang makan, bilik tidur utama beserta bilik mandi/tandas, 2 bilik tidur, dapur, bilik mandi/tandas, laman dan balkoni.

### **HARGA RIZAB:-**

Hartanah tersebut akan dijual secara "**keadaan sedia ada**" dan tertakluk kepada satu harga rizab sebanyak **RM 890,000.00 RINGGIT MALAYSIA LAPAN RATUS DAN SEMBILAN PULUH RIBU SAHAJA**) dan Syarat-syarat Jualan dan tertakluk kepada kebenaran yang diperolehi oleh Pembeli dari Pemaju/Pemilik Tanah dan Pihak Berkuasa yang lain, jika ada.

Semua penawar yang ingin membuat tawaran dikehendaki menandatangani kepada Pelelong, sebelum lelongan **10%** daripada harga rizab secara **BANK DERAJAT** sahaja atas nama **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD** dan baki wang belian hendaklah dijelaskan dalam tempoh **satu ratus dua puluh (120) hari**.

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan. Azam, Baba & Aqmar**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank di **No. 3-1, Jalan 10/23A, Medan Makmur, Off Jalan Usahawan, Setapak, 53200 Kuala Lumpur. (No. Ruj: ABA/L/410/PROP/KFH/IJARAH-Ayu, No. Tel: 03-4143 4357 No. Faks: 03-4143 4291)** atau Pelelong yang tersebut di bawah ini:-

**EHSAN AUCTIONEERS SDN. BHD. (No. Syarikat 617309-U)**

Suite C-20-3A, Tingkat 20, Blok C, Megan Avenue II,  
12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur.

No. Tel: 03-2161 6649 No. Faks: 03-2161 6648

No. Ruj: **HANA/KFH0004/ABA(3)**

Laman Web: [www.ehsanauctioneers.com](http://www.ehsanauctioneers.com)

E-mail: [hema@ehsanauctioneers.com](mailto:hema@ehsanauctioneers.com)

**DATO' HAJI ABDUL HAMID P.V. ABDU (D.I.M.P)**

**/ABDUL RAHIM BIN HUSSIN**

(Pelelong Berlesen)

## **CONDITIONS OF SALE**

- 1) This sale is made by **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD (672174-T)** (\*the Assignee\*) in the exercise of the rights and powers conferred upon the Assignee pursuant to the **Asset Purchase Agreement, Deed of Assignment (by way of security) (1<sup>st</sup> Party) and Ijarah Facility Agreement all dated 09<sup>th</sup> February, 2011** executed by **ROSMAH BINTI HARRUN** (\*the Assignor/Borrower) 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 the reserve price, the highest bidder being allowed by the Auctioneer/Assignee shall be the Purchaser but the Auctioneer/Assignee shall have the right to refuse any bid. If any dispute shall arise as to any bidding the property shall at the option of the Assignee be put up again for sale or Assignee/Auctioneer may decide the dispute without a resale.
- 3) The Assignee be and is hereby at the liberty to bid (without having to pay any deposit whatsoever) and also to withdraw the property from sale at any time before it has been actually held for auction 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 on the said **Asset Purchase Agreement, Deed of Assignment (by way of security) (1<sup>st</sup> Party) and Ijarah Facility Agreement** as at the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter. **In the event of any withdrawal as aforesaid the bidder shall be entitled to a return of the deposit but without interest, costs and/or compensation.**
- 4) No bid shall be less than the previous bid of the sum to be fixed by the Auctioneer at the time the property is held for auction and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of 10% of the reserve price shall be forfeited to the Assignee and the property shall at the option of the Assignee/Auctioneer be put up for sale again or the Assignee/Auctioneer may decide to adjourn the auction sale to another date.
- 5) All intending bidders (excluding 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 **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD** prior to the auction sale. Any bidder who intends to bid on behalf of other person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state that he/she is acting on behalf of other person, body corporate or firm and he/she is authorised to sign all the necessary documents.
- 6) Immediately after fall of the Auctioneer's hammer, the Purchaser (other than the Assignee if the Assignee is the Purchaser), shall pay to **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to 10% of the successful bid in either CASH or BANK DRAFT as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.
- 7) In the event that the Purchaser fails to pay the difference between deposit pursuant to Clause 5 and the sum equivalent to - 10% of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clause 5 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the deficiency in price (if any) which may result from the resale shall be recoverable from the defaulting Purchaser.
- 8) The balance of the purchase price shall be paid by the Purchaser to the Assignee or to the Assignee's Solicitors within one hundred and twenty (120) days from the date of auction sale by bank draft or cashier's order only.  
*Notwithstanding anything contains herein, the Assignee may on application by the Purchaser, consider extension of time to pay the balance purchase price and subject to any terms or imposition of any compensation as the Assignee deems fit. The application to request for an extension of time must be made by the Purchaser at least two (2) weeks before the completion date".*
- 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 Clause 6 above shall be forfeited by the Assignee and the property may again be put up for sale at a time to be fixed by the Assignee. The cost of such resale together with either the deficiency in price (if any) which may result from the resale or the balance of the 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 of the purchase price in accordance with Clause 8 above and subject to the approval of the Developer and 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 assigning all the rights and benefits under the Sale and Purchase Agreement entered between the Developer of the property and the Assignor upon the terms and conditions stipulated by the Assignee. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including any administrative or transfer cost that may be due to the Developer, the Assignee shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original or certified true copy of the Sale and Purchase Agreement and the previous Assignment (if in the possession of the Assignee). For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee. **The Purchaser shall not be entitled to any compensation for the Assignee's delay unless contumacious.**

11) As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regard any loss or damage of whatsoever nature or howsoever occurring.

12) The Purchaser shall admit the identity of the property described herein as the same with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and muniments respectively.

13) **The Purchaser shall solely and wholly be liable to pay for any quit rent, taxes, assessment, maintenance charges, charges, utilities outgoings, administrative charges and any sum whatsoever and howsoever due to any relevant authority and/or the Developer whether accrued prior to or after the date of the Auction Sale in respect of the said property. The Bank shall NOT in any manner be held liable for whatsoever payment. All duties including stamp duties, administrative charges cost, and charges incidental to the assignment or transfer of the property and all other documents necessary for affecting the transfer of the beneficial ownership in the Property to the Purchaser shall be wholly and solely borne by the Purchaser. The property shall be sold subject to the consent from Developer or any other relevant authority, if any. It shall be the responsibility of the purchaser to apply for consent from Developer or any other relevant authority and all fees, charges and expenses in connection with and incidental to the application shall be borne by the Purchaser.**

14) If consent (if applicable) is granted by the Developer but the terms are not agreeable by the Assignee, the Assignee may cancel the sale and proceed to refund the monies paid (less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party). The Assignee thereafter may put up the property for sale.

15) The property is sold subject to all existing leases, tenancies, caveats and occupiers thereunder 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 any sale nor shall any abatement or compensation be allowed in respect thereof.

17) 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, tenancies, easements, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded) encumbrances and rights, (if any), subsisting thereon or therefor 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 not due to the Purchaser's fault **or terminated by the Assignee at its absolute discretion for whatsoever reason**, this sale shall be of no further effect from the date thereof and Assignee shall refund the deposit and other monies (if any, paid herein by the Purchaser to the Assignee) to the Purchaser, less any expenses and/or fees incurred by the Assignee in pursuance of such sale free of interest and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee or any other party an account thereof. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive.

19) The Purchaser shall immediately upon the sale apply to the Developer or other relevant authorities (if applicable) for consent to transfer *and/or for particulars under the Housing Development (Control & Licensing) Act 1966* and to keep the Assignee or the Assignee Solicitors informed at all times of the development. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.

**20) The Purchaser after the payment of the balance purchase price shall at his own cost and expenses take possession of the property without any obligation on the part of the Assignee or his agent to deliver vacant possession.**

21) All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.

22) For the purpose of these conditions, time shall be the essence of the contract.

23) In the event of any discrepancy, misstatement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.

24) **The Purchaser shall be deemed to have notice of the actual state and condition of the property as regards to access, repair, light, air, drainage and in all other respects.**

# CONTRACT

**MEMORANDUM:** - At the sale by Public Auction held this **16<sup>th</sup> day of July, 2018** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale and Purchase Agreement dated 29<sup>th</sup> November, 2010** entered into between **APL DEVELOPMENT SDN BHD (The Vendor)** of the one part and **ROSMAH BINTI HARRUN (The Purchaser)** of the other part in relation to the property identified as **Developer's Parcel No. 1B-3-3A, Storey No. 12, Block No. MyHabitat 1, Type A3, MyHabitat Service Residence** bearing postal address of **Unit No. A2-12-1, MyHabitat Residences, No. 3, Jalan Aman, Off Jalan Tun Razak, 55000 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 Auctioneer abovenamed the sum of **RM\_\_\_\_\_** by way of deposit and agrees to pay the balance of the purchase price and complete the purchase according to the **POS & COS**. The said Auctioneer hereby confirms the said purchase and acknowledges receipt of the said deposit for and on behalf of **KUWAIT FINANCE HOUSE (MALAYSIA) BERHAD**.

Purchase price RM .....

Deposit price RM.....

Balance Due RM.....

1) First Purchaser's Name:-.....

NRIC No.:- .....

Telephone No :- .....

2) Second Purchaser's Name:-.....

NRIC No. : .....

Telephone No :- .....

Address:-.....

.....

Email Address:-.....

.....  
(Signature of Purchaser/s Authorized Agent)

.....  
SIGNATURE  
For **Messrs. Ehsan Auctioneers Sdn. Bhd.**  
**Dato' Haji Abdul Hamid P.V. Abdu (D.I.M.P)**  
**/Abdul Rahim Bin Hussin**  
LICENSED AUCTIONEERS

.....  
SIGNATURE  
For **Messrs. Azam, Baba & Aqmar**  
SOLICITOR FOR THE ASSIGNEE