

# PROCLAMATION OF SALE

## IN THE MATTER OF SALE AND PURCHASE AGREEMENT DATED 27/12/2016 AND DEED OF ASSIGNMENT DATED 05/04/2017

### BETWEEN

MAYBANK ISLAMIC BERHAD (Company No: 200701029411/787435-M) ASSIGNEE (FINANCIER)

### AND

SRI KENCANA ASSETS SDN. BHD (Company No: 201501036061/1161381-T) ASSIGNOR (CUSTOMER)

In the exercise of the rights and powers conferred upon the Assignee/Financier under Deed of Assignment dated 05/04/2017, entered between the Assignor/Customer and the Assignee/Financier, and in respect of the Sale and Purchase Agreement dated 27/12/2016, between the Assignor/Customer and PJD Sejahtera Sdn. Bhd. ("the Vendor"), it is hereby proclaimed that the Assignee/Financier with the assistance of the under mentioned Auctioneer;

### WILL SELL BY PUBLIC AUCTION

ON 18TH OCTOBER, 2021 (MONDAY), AT 10.30 A.M.

AT B-20, TINGKAT 1, JALAN HAJI AHMAD 3, SRI PAHANG BUSINESS CENTRE,  
25000 KUANTAN, PAHANG DARUL MAKMUR.

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

#### TITLE PARTICULARS:-

Developer Lot : Parcel No. TR-6, Ground Floor, Podium Block  
Master Title No. : GM 7261  
Lot / P.T No. : Lot 105583  
Mukim/District/State : Sungai Karang / Kuantan / Pahang Darul Makmur  
Built Up Area : 71.35 square metres (768 square feet)  
Tenure : Freehold  
Registered Owner : PJD Sejahtera Sdn. Bhd.  
Beneficial Owner : Sri Kencana Assets Sdn. Bhd.  
Encumbrances : Assigned to Maybank Islamic Berhad  
Restriction in Interest : Nil

**DESCRIPTION AND LOCATION OF PROPERTY:-** The subject property comprises **A ONE UNIT SHOP LOT**, bearing postal address of **NO. TR-6, GROUND FLOOR, TIMURBAY SEAFRONT RESIDENCE, JALAN KUANTAN-KEMAMAN, 26100 KUANTAN, PAHANG DARUL MAKMUR.**

**RESERVE PRICE:- RM 430,000.00 (Ringgit Malaysia: FOUR HUNDRED AND THIRTY THOUSAND ONLY).** The Property will be sold on an "as-is-where-is" basis subject to a reserve price as stated above and to the conditions of sale by way of Assignment from the above Assignee/ Financier and subject to the Consent obtained by the Purchaser from the Developer, and/or other relevant authorities, if any. All cost incurred in obtaining the consent shall be borne by the Purchaser.

All bidders are required to deposit 10% of the reserve price by BANK DRAFT, in favour of MAYBANK ISLAMIC BERHAD, and balance of the purchase price shall be paid by the successful bidder within One Hundred Twenty (120) Days to MAYBANK ISLAMIC BERHAD. For further particulars, please apply to MESSRS YONG & RAKAN-RAKAN, Solicitors for the Assignee/Financier, at No. 12-1, 1st Floor, Jalan Tiara 2D/KU1, Bandar Baru Klang, 41150 Klang, Selangor Darul Ehsan. Tel No: (03) 3342 7207. Fax No: (03) 3341 4202. Ref: MBB(LMCKel)/SKASB/32221/2020/G(3), or to the undermentioned Auctioneer;

#### **NSA AUCTIONEERS**

B-20, Tingkat 1, Jalan Haji Ahmad 3,  
Sri Pahang Business Centre,  
25300 Kuantan, Pahang Darul Makmur.  
Tel: 09-517 2870 Fax : 09-517 2873  
(Ref : NSAA/KTN/LACA-MIB-MFI/AUC-846)

#### **MOHD FAWZI BIN IBRAHIM**

Licensed Auctioneer  
H/p: (019) 987 7675

## PERISYTIHARAN JUALAN

### DALAM PERKARA MENGENAI PERJANJIAN JUAL DAN BELI BERTARIKH 27/12/2016 DAN SURATIKATAN PENYERAHHAKKAN BERTARIKH 05/04/2017

#### DI ANTARA

MAYBANK ISLAMIC BERHAD (No. Syarikat: 200701029411/787435-M) PIHAK PEMEGANG SERAHHAK  
DAN

SRI KENCANA ASSETS SDN. BHD. (No. Syarikat: 201501036061/1161381-T) PENYERAHHAK

Dalam melaksanakan hak-hak dan kuasa-kuasa yang telah diberikan kepada Pihak Pemegang Serahhak seperti yang termaktub di dalam Suratikatan Penyerahhakkan bertarikh 05/04/2017, antara Pihak Pemegang Serahhak dan Pihak Penyerahhak, dan berkenaan dengan Perjanjian Jual Beli diantara Pihak Penyerahhak dan PJD Sejahtera Sdn. Bhd. (“Pihak Penjual”) yang bertarikh 27/12/2016 adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak dengan dibantu oleh Pelelong yang tersebut dibawah;

#### AKAN MENJUAL SECARA LELONGAN AWAM

PADA 18hb OKTOBER, 2021 (HARI ISNIN), JAM 10.30 PAGI

DI B-20, TINGKAT 1, JALAN HAJI AHMAD 3, SRI PAHANG BUSINESS CENTRE,  
25000 KUANTAN, PAHANG DARUL MAKMUR.

*NOTA: Bakal-bakal Pembeli adalah dinasihatkan agar membuat carian Hakmilik secara rasmi di Pejabat Daerah & Tanah Kuantan dan memeriksa semua tanggungan, bebanan serta mengenal pasti dengan tepat hartanah tersebut sebelum jualan lelongan dijalankan.*

#### BUTIR-BUTIR HAKMILIK:-

Lot Pemaju : Parcel No. TR-6, Ground Floor, Podium Block  
No. Hakmilik Induk : GM 7261  
No. Lot / P.T : Lot 105583  
Mukim/Daerah/Negeri : Sungai Karang / Kuantan / Pahang Darul Makmur  
Keluasan Bangunan : 71.35 meter persegi (768 kaki persegi)  
Pegangan : Selama-lamanya  
Pemilik Berdaftar : PJD Sejahtera Sdn. Bhd.  
Pemilik Benefisial : Sri Kencana Assets Sdn. Bhd.  
Bebanan : Di serahkan Hak kepada Maybank Islamic Berhad  
Sekatan Kepentingan : Tiada

**PERIHAL DAN LOKASI HARTANAH:-** Harta tersebut adalah merupakan **SATU UNIT LOT KEDAI**, beralamat pos di **NO. TR-6, GROUND FLOOR, TIMURBAY SEAFRONT RESIDENCE, JALAN KUANTAN-KEMAMAN, 26100 KUANTAN, PAHANG DARUL MAKMUR.**

**HARGA RIZAB:- RM 430,000.00 (Ringgit Malaysia: EMPAT RATUS DAN TIGA PULUH RIBU SAHAJA).** Harta tersebut akan dijual “seperti yang sedia ada” tertakluk kepada satu harga rizab seperti tertera diatas dan tertakluk kepada Syarat-syarat Jualan dengan cara Penyerahhakkan dari Pemegang Serahhak diatas dan tertakluk juga kepada persetujuan yang diperolehi oleh Pembeli daripada Pihak Pemaju dan/atau Pihak berkuasa yang berkenaan, jika perlu. Semua kos untuk mendapatkan kebenaran itu hendaklah ditanggung oleh pembeli berkenaan.

Penawar yang berminat, adalah dikehendaki mendepositkan 10% daripada Harga Rizab dalam bentuk BANK DRAFT atas nama MAYBANK ISLAMIC BERHAD, pada hari jualan Lelong dan baki wang belian hendaklah dibayar oleh Penawar yang berjaya dalam tempoh Satu Ratus Dua Puluh (120) hari kepada MAYBANK ISLAMIC BERHAD. Untuk butir-butir selanjutnya, sila berhubung dengan TETUAN YONG & RAKAN-RAKAN, Peguam bagi Pihak Pemegang Serahhak, di No. 12-1, Tingkat 1, Jalan Tiara 2D/KU1, Bandar Baru Klang, 41150 Klang, Selangor Darul Ehsan. No. Tel: (03) 3342 7207. No. Fax: (03) 3341 4202. Ruj: MBB(LMKel)/SKASB/32221/2020/G(3), atau kepada pelelong sepertimana yang tersebut dibawah;

#### **NSA AUCTIONEERS**

B-20, Tingkat 1, Jalan Haji Ahmad 3,  
Sri Pahang Business Centre,  
25300 Kuantan, Pahang Darul Makmur.  
Tel: 09-517 2870 Fax : 09-517 2873  
(Ruj : NSAA/KTN/LACA-MIB-MFI/AUC-846)

#### **MOHD FAWZI BIN IBRAHIM**

**Pelelong Berlesen**  
**H/p: (019) 987 7675**

## CONDITIONS OF SALE

### IN THE MATTER OF SALE AND PURCHASE AGREEMENT DATED 27/12/2016 AND DEED OF ASSIGNMENT DATED 05/04/2017

1. This sale is made by MAYBANK ISLAMIC BERHAD ("*the Assignee*") in exercise of the rights and powers conferred under Sale and Purchase Agreement Dated 27/12/2016, executed by SRI KENCANA ASSET SDN. BHD. ("*the Assignor*") in favor 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 at any time prior to the 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 Deed of Assignment, 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 favor of MAYBANK ISLAMIC 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, MAYBANK ISLAMIC BERHAD, 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 & 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 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 Auction Sale by BANK DRAFT or CASHIER'S ORDER only, drawn in favor of MAYBANK ISLAMIC 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 including the GST on the said sum shall be forfeited or (iii) agree to grant an extension of time subject to conditions (including but no 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 favor 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, 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, if any. 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 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 monuments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and monuments 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 howsoever due and owing to the developer 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 and/or registration shall be borne by the purchaser;
14. 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 there over and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
15. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any compensation be allowed in respect thereof.

16. 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, chargers, 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 there over 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 misperception shall annul the sale nor shall any compensation be allowed in respect thereof.
17. 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, MAYBANK ISLAMIC BERHAD, the Auctioneer or any other part on account thereof. The purchase 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 Yong & Rakan-Rakan, and the Auctioneer or their respective servants or agents.
18. The Purchaser shall within One Hundred And Twenty (120) Days from the date of auction sale apply to and obtain from the Developer 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 Developer to other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period One Hundred And Twenty (120) Days or within such period as may be specified by the Developer and/or the relevant authority, which is earlier and to keep the Assignee or Messrs Yong & Rakan-Rakan, informed 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.
19. 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 required to register its charge(s) nor to procure a transfer in Form 14A prescribed by the National Land Code, 1965 in favor 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 and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the property.
20. In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee then 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 Yang & Rakan-Rakan, the Auctioneer or any other party on account thereof.

21. The Assignee doest 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.
22. All necessary investigation required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
23. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
24. Unless expressly provided herein, the Assignee, Messrs Yong & Rakan-Rakan, and the Auctioneers 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.
25. 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 Yong & Rakan-Rakan, 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 any such statements and neither the Assignee, Messrs Yong & Rakan-Rakan, 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.
26. 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.
27. 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.
28. For the purpose of these conditions time shall be the essence of the contract.
29. 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.

# PROCLAMATION OF SALE

## IN THE MATTER OF SALE AND PURCHASE AGREEMENT DATED 27/12/2016 AND DEED OF ASSIGNMENT DATED 05/04/2017

### BETWEEN

MAYBANK ISLAMIC BERHAD (Company No: 200701029411/787435-M) ASSIGNEE (FINANCIER)

### AND

SRI KENCANA ASSETS SDN. BHD (Company No: 201501036061/1161381-T) ASSIGNOR (CUSTOMER)

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### WILL SELL BY PUBLIC AUCTION

ON 18TH OCTOBER, 2021 (MONDAY), AT 10.30 A.M.

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#### TITLE PARTICULARS:-

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Registered Owner : PJD Sejahtera Sdn. Bhd.  
Beneficial Owner : Sri Kencana Assets Sdn. Bhd.  
Encumbrances : Assigned to Maybank Islamic Berhad  
Restriction in Interest : Nil

**DESCRIPTION AND LOCATION OF PROPERTY:-** The subject property comprises **A ONE UNIT SHOP LOT**, bearing postal address of **NO. TR-7, GROUND FLOOR, TIMURBAY SEAFRONT RESIDENCE, JALAN KUANTAN-KEMAMAN, 26100 KUANTAN, PAHANG DARUL MAKMUR.**

**RESERVE PRICE:- RM 430,000.00 (Ringgit Malaysia: FOUR HUNDRED AND THIRTY THOUSAND ONLY).** The Property will be sold on an "as-is-where-is" basis subject to a reserve price as stated above and to the conditions of sale by way of Assignment from the above Assignee/ Financier and subject to the Consent obtained by the Purchaser from the Developer, and/or other relevant authorities, if any. All cost incurred in obtaining the consent shall be borne by the Purchaser.

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(Ref : NSAA/KTN/LACA-MIB-MFI/AUC-847)

#### **MOHD FAWZI BIN IBRAHIM**

Licensed Auctioneer  
H/p: (019) 987 7675

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### DALAM PERKARA MENGENAI PERJANJIAN JUAL DAN BELI BERTARIKH 27/12/2016 DAN SURATIKATAN PENYERAHHAKKAN BERTARIKH 05/04/2017

#### DI ANTARA

MAYBANK ISLAMIC BERHAD (No. Syarikat: 200701029411/787435-M) PIHAK PEMEGANG SERAHHAK  
DAN

SRI KENCANA ASSETS SDN. BHD. (No. Syarikat: 201501036061/1161381-T) PENYERAHHAK

Dalam melaksanakan hak-hak dan kuasa-kuasa yang telah diberikan kepada Pihak Pemegang Serahhak seperti yang termaktub di dalam Suratikatan Penyerahhakkan bertarikh 05/04/2017, antara Pihak Pemegang Serahhak dan Pihak Penyerahhak, dan berkenaan dengan Perjanjian Jual Beli diantara Pihak Penyerahhak dan PJD Sejahtera Sdn. Bhd. (“Pihak Penjual”) yang bertarikh 27/12/2016 adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak dengan dibantu oleh Pelelong yang tersebut dibawah;

#### AKAN MENJUAL SECARA LELONGAN AWAM

PADA 18hb OKTOBER, 2021 (HARI ISNIN), JAM 10.30 PAGI

DI B-20, TINGKAT 1, JALAN HAJI AHMAD 3, SRI PAHANG BUSINESS CENTRE,  
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#### BUTIR-BUTIR HAKMILIK:-

Lot Pemaju : Parcel No. TR-7, Ground Floor, Podium Block  
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Mukim/Daerah/Negeri : Sungai Karang / Kuantan / Pahang Darul Makmur  
Keluasan Bangunan : 71.35 meter persegi (768 kaki persegi)  
Pegangan : Selama-lamanya  
Pemilik Berdaftar : PJD Sejahtera Sdn. Bhd.  
Pemilik Benefisial : Sri Kencana Assets Sdn. Bhd.  
Bebanan : Di serahkan Hak kepada Maybank Islamic Berhad  
Sekatan Kepentingan : Tiada

**PERIHAL DAN LOKASI HARTANAH:-** Harta tersebut adalah merupakan **SATU UNIT LOT KEDAI**, beralamat pos di **NO. TR-7, GROUND FLOOR, TIMURBAY SEAFRONT RESIDENCE, JALAN KUANTAN-KEMAMAN, 26100 KUANTAN, PAHANG DARUL MAKMUR.**

**HARGA RIZAB:- RM 430,000.00** (Ringgit Malaysia: **EMPAT RATUS DAN TIGA PULUH RIBU SAHAJA**). Harta tersebut akan dijual “seperti yang sedia ada” tertakluk kepada satu harga rizab seperti tertera diatas dan tertakluk kepada Syarat-syarat Jualan dengan cara Penyerahhakkan dari Pemegang Serahhak diatas dan tertakluk juga kepada persetujuan yang diperolehi oleh Pembeli daripada Pihak Pemaju dan/atau Pihak berkuasa yang berkenaan, jika perlu. Semua kos untuk mendapatkan kebenaran itu hendaklah ditanggung oleh pembeli berkenaan.

Penawar yang berminat, adalah dikehendaki mendepositkan 10% daripada Harga Rizab dalam bentuk BANK DRAFT atas nama MAYBANK ISLAMIC BERHAD, pada hari jualan Lelong dan baki wang belian hendaklah dibayar oleh Penawar yang berjaya dalam tempoh Satu Ratus Dua Puluh (120) hari kepada MAYBANK ISLAMIC BERHAD. Untuk butir-butir selanjutnya, sila berhubung dengan TETUAN YONG & RAKAN-RAKAN, Peguam bagi Pihak Pemegang Serahhak, di No. 12-1, Tingkat 1, Jalan Tiara 2D/KU1, Bandar Baru Klang, 41150 Klang, Selangor Darul Ehsan. No. Tel: (03) 3342 7207. No. Fax: (03) 3341 4202. Ruj: MBB(LMKel)/SKASB/32221/2020/G(2), atau kepada pelelong sepertimana yang tersebut dibawah;

#### **NSA AUCTIONEERS**

B-20, Tingkat 1, Jalan Haji Ahmad 3,  
Sri Pahang Business Centre,  
25300 Kuantan, Pahang Darul Makmur.  
Tel: 09-517 2870 Fax : 09-517 2873  
(Ruj : NSAA/KTN/LACA-MIB-MFI/AUC-847)

#### **MOHD FAWZI BIN IBRAHIM**

**PELELONG BERLESEN**  
H/p: (019) 987 7675



## CONDITIONS OF SALE

### IN THE MATTER OF SALE AND PURCHASE AGREEMENT DATED 27/12/2016 AND DEED OF ASSIGNMENT DATED 05/04/2017

1. This sale is made by MAYBANK ISLAMIC BERHAD ("*the Assignee*") in exercise of the rights and powers conferred under Sale and Purchase Agreement Dated 27/12/2016, executed by SRI KENCANA ASSET SDN. BHD. ("*the Assignor*") in favor 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 at any time prior to the 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 Deed of Assignment, 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 favor of MAYBANK ISLAMIC 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, MAYBANK ISLAMIC BERHAD, 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 & 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.

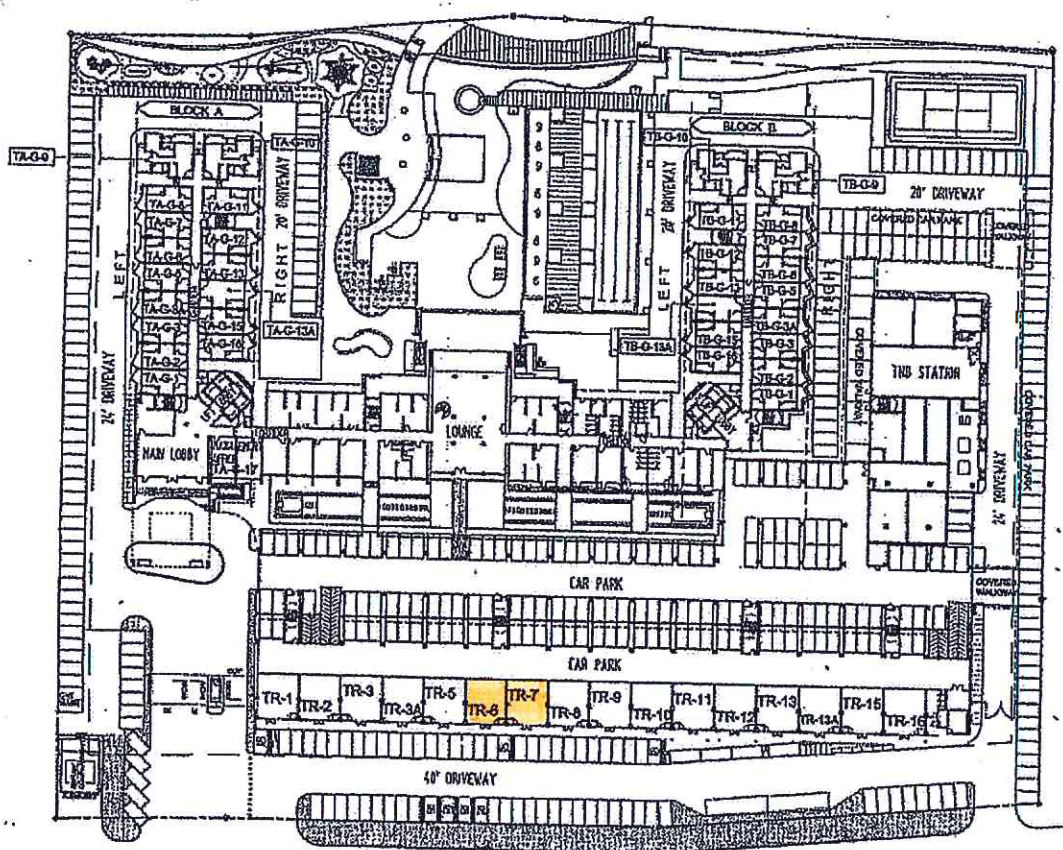
8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee or to the Solicitors within One Hundred And Twenty (120) Days, from the date of Auction Sale by BANK DRAFT or CASHIER'S ORDER only, drawn in favor of MAYBANK ISLAMIC BERHAD. The period of One Hundred And Twenty (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 including the GST on the said sum shall be forfeited or (iii) agree to grant an extension of time subject to conditions (including but no 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 favor 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, 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, if any. 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 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 monuments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and monuments 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 howsoever due and owing to the developer 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 and/or registration shall be borne by the purchaser;
14. 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 there over and the Purchaser shall be deemed to have full knowledge of the state and condition of the property.
15. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any compensation be allowed in respect thereof.

16. 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, chargers, 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 there over 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 misperception shall annul the sale nor shall any compensation be allowed in respect thereof.
17. 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, MAYBANK ISLAMIC BERHAD, the Auctioneer or any other part on account thereof. The purchase 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 Yong & Rakan-Rakan, and the Auctioneer or their respective servants or agents.
18. The Purchaser shall within One Hundred And Twenty (120) Days from the date of auction sale apply to and obtain from the Developer 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 Developer to other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period One Hundred And Twenty (120) Days or within such period as may be specified by the Developer and/or the relevant authority, which is earlier and to keep the Assignee or Messrs Yong & Rakan-Rakan, informed 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.
19. 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 required to register its charge(s) nor to procure a transfer in Form 14A prescribed by the National Land Code, 1965 in favor 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 and/or Proprietor and/or their solicitors and/or the relevant authorities pertaining to the registration of such transfer of the property.
20. In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee then 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 Yang & Rakan-Rakan, the Auctioneer or any other party on account thereof.

21. The Assignee doest 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.
22. All necessary investigation required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
23. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
24. Unless expressly provided herein, the Assignee, Messrs Yong & Rakan-Rakan, and the Auctioneers 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.
25. 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 Yong & Rakan-Rakan, 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 any such statements and neither the Assignee, Messrs Yong & Rakan-Rakan, 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.
26. 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.
27. 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.
28. For the purpose of these conditions time shall be the essence of the contract.
29. 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.

*Property Consultant and Valuation Services*

Parcel nos. TR-6 & TR-7,  
Timurbay Seafront Residence  
Mukim of Sungai Karang  
District of Kuantan



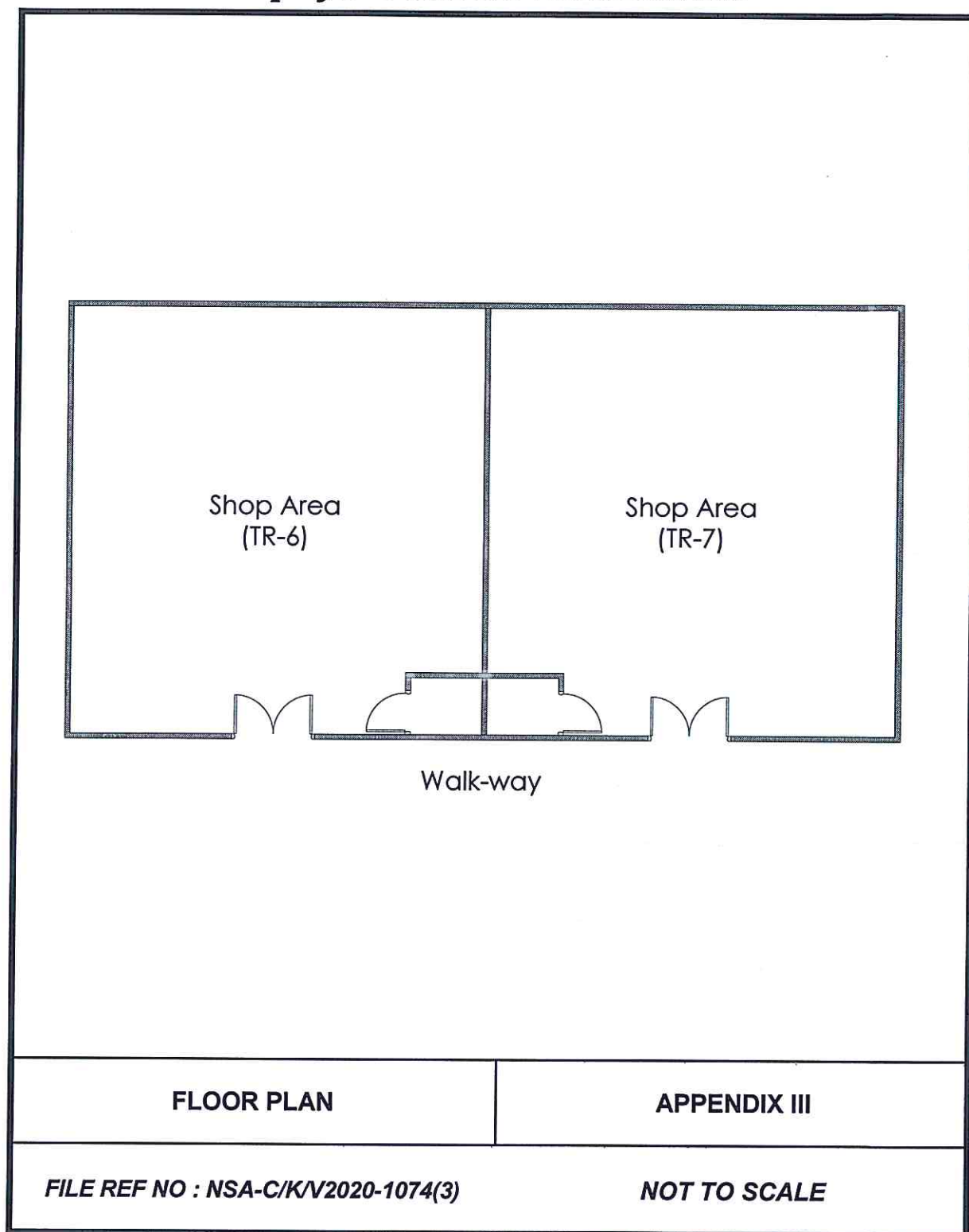
LAYOUT PLAN

APPENDIX II

FILE REF NO : NSA-C/K/V2020-1074(3)

NOT TO SCALE

*Property Consultant and Valuation Services*



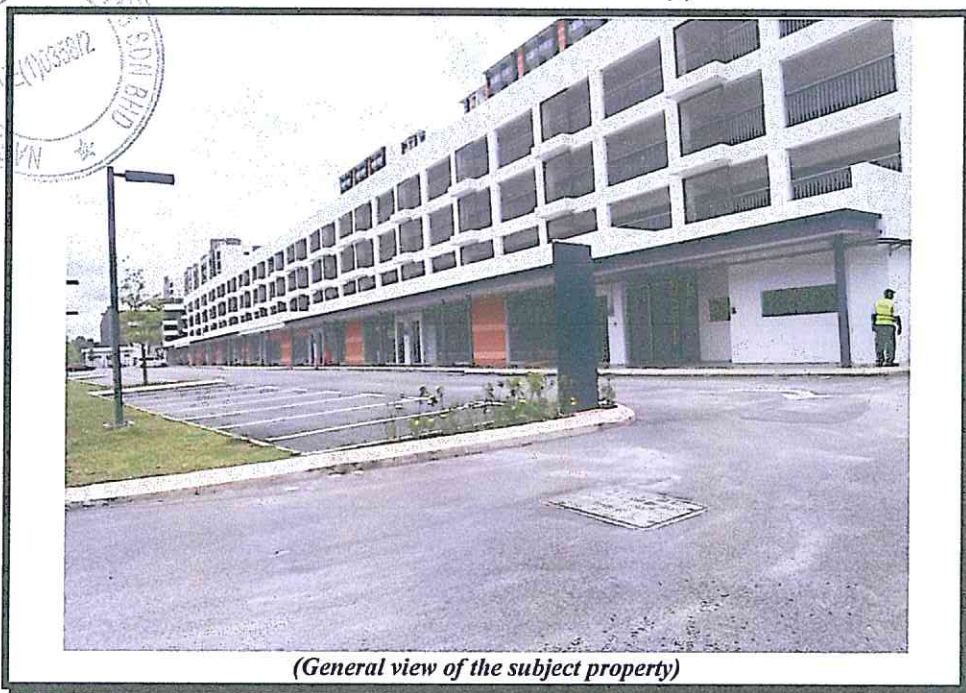
**FLOOR PLAN**

**APPENDIX III**

**FILE REF NO : NSA-C/K/V2020-1074(3)**

**NOT TO SCALE**

**PHOTOGRAPH  
APPENDIX IV  
FILE REF NO. V2020-1074(3)**



**PARCEL NOS. TR-6 & TR-7, GROUND FLOOR,  
PODIUM BLOCK, TIMURBAY SEAFRONT RESIDENCE,  
HELD UNDER MASTER TITLE NO. GM 7261, LOT 105583,  
MUKIM OF SUNGAI KARANG, DISTRICT OF KUANTAN,  
PAHANG DARUL MAKMUR.**

**PHOTOGRAPH  
APPENDIX IV  
FILE REF NO. V2020-1074(3)**



**(Parcel No. TR-6)**



**(Parcel No. TR-7)**

**PARCEL NOS. TR-6 & TR-7, GROUND FLOOR,  
PODIUM BLOCK, TIMURBAY SEAFRONT RESIDENCE,  
HELD UNDER MASTER TITLE NO. GM 7261, LOT 105583,  
MUKIM OF SUNGAI KARANG, DISTRICT OF KUANTAN,  
PAHANG DARUL MAKMUR.**

