



6 Oktober 2017
6 October 2017
P.U. (A) 304

WARTA KERAJAAN PERSEKUTUAN

FEDERAL GOVERNMENT GAZETTE

KAEDAH-KAEDAH INSOLVENSI (PERKIRAAN SUKARELA) 2017

INSOLVENCY (VOLUNTARY ARRANGEMENT) RULES 2017

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AKTA INSOLVENSI 1967

KAEDAH-KAEDAH INSOLVENSI (PERKIRAAN SUKARELA) 2017

PADA menjalankan menjalankan kuasa yang diberikan oleh seksyen 2c, 2F, 2G, 2I, 2Q, dan 123 Akta Insolvensi 1967 [*Akta 360*], Menteri membuat kaedah-kaedah yang berikut:

Nama dan permulaan kuat kuasa

1. (1) Kaedah-kaedah ini bolehlah dinamakan **Kaedah-Kaedah Insolvensi (Perkiraan Sukarela) 2017**.

(2) Kaedah-Kaedah ini mula berkuat kuasa pada 6 Oktober 2017.

Tajuk prosiding

2. Tiap-tiap prosiding dalam mahkamah di bawah Kaedah-Kaedah ini hendaklah dengan penambahan yang perlu dinamakan sebagaimana dalam Borang 1.

Permohonan bagi penama berdaftar

3. Suatu permohonan bagi penama berdaftar hendaklah dibuat kepada Ketua Pengarah Insolvensi dalam Borang 2 disertai dengan fi pendaftaran sebagaimana yang dinyatakan dalam Jadual Pertama.

Kelulusan permohonan

4. (1) Ketua Pengarah Insolvensi bolehlah meluluskan permohonan secara bertulis dan menyatakan tempoh kesahan pendaftaran itu.

(2) Jika Ketua Pengarah Insolvensi menolak permohonan itu, Ketua Pengarah Insolvensi hendaklah memberitahu pemohon tentang keputusannya melalui suatu notis secara bertulis.

Kuasa penama

5. (1) Penama hendaklah mempunyai kuasa untuk membuat semua perkara yang perlu atau suai manfaat untuk atau yang berhubungan dengan pelaksanaan kewajipannya.

(2) Apa-apa perkiraan sukarela yang dibuat di bawah Kaedah-Kaedah ini hendaklah secara nyata memperuntukkan fungsi, kuasa dan kewajipan tertentu untuk diberikan kepada penama dalam menyelia dan mentadbir pelaksanaannya.

(3) Tanpa menjaskan keluasan subkaerah (1) dan (2), kuasa penama hendaklah termasuklah kuasa—

- (a) untuk mempengerusikan suatu mesyuarat pemutang bagi maksud untuk meluluskan cadangan penghutang;
- (b) untuk mengkehendaki apa-apa maklumat daripada penghutang dan pemutangnya berkaitan dengan hal ehwal penghutang yang perlu bagi pembentangan cadangan penghutang bagi perkiraan sukarela;
- (c) untuk mengeluarkan borang proksi bagi digunakan semasa mesyuarat pemutang;
- (d) untuk menerima atau menolak bukti hutang secara keseluruhan atau sebahagiannya;
- (e) untuk melakukan semua perkara termasuk menjalankan kerja yang diperlukan bagi pelaksanaan dan penyeliaan perkiraan sukarela; dan
- (f) apa-apa kuasa lain yang diberikan melalui terma perkiraan sukarela yang dipersetujui antara penghutang dan pemutang.

Kewajipan penama

6. Kewajipan penama adalah—

- (a) untuk melaporkan kepada penghutang dan pemutangnya tentang kemajuan perkiraan sukarela; dan
- (b) untuk memaklumkan Ketua Pengarah Insolvensi tentang kehilangan kelayakannya untuk bertindak sebagai penama sebagaimana yang dikehendaki di bawah Akta.

Permohonan perintah interim

7. (1) Suatu permohonan kepada mahkamah bagi suatu perintah interim di bawah perenggan 2C(2)(b) Akta hendaklah dibuat melalui saman dalam kamar dalam Borang 4 dan disokong oleh afidavit dalam Borang 5.

(2) Suatu salinan Borang 3, senarai pemutang penghutang dan anggaran jumlah yang terhutang hendaklah dieksibitkan dalam afidavit.

(3) Jika penghutang ialah suatu firma—

- (a) afidavit yang menyokong permohonan bagi suatu perintah interim boleh dibuat oleh salah seorang daripada rakan kongsi firma itu; dan
- (b) suatu salinan persetujuan secara bertulis daripada semua atau majoriti daripada rakan kongsi bagi memasuki perkiraan sukarela, hendaklah dieksibitkan dalam afidavit.

(4) Mahkamah hendaklah menetapkan suatu tarikh bagi pendengaran permohonan dan suatu salinan permohonan itu hendaklah dikemukakan oleh penghutang kepada Ketua Pengarah Insolvensi dan penama dalam tempoh tujuh hari dari tarikh penerimaan permohonan itu.

Perintah interim

8. Tertakluk kepada subseksyen 2D(2) Akta, mahkamah hendaklah membuat perintah interim dalam Borang 6.

Pernyataan hal ehwal

9. Penghutang hendaklah mengemukakan suatu pernyataan hal ehwal dalam Borang 7 kepada penama dalam tempoh empat belas hari daripada tarikh perintah interim diberikan oleh mahkamah.

Bukti hutang

10. (1) Setiap pembiutang hendaklah mengemukakan bukti hutang dalam Borang 8 kepada penama dalam tempoh dua puluh satu hari dari tarikh penerimaan pemberitahuan di bawah subseksyen 2D(5) Akta.

(2) Tuntutan yang bersifat ganti rugi jumlah tidak tertentu yang berbangkit selain oleh sebab sesuatu kontrak, janji atau pecah amanah tidak boleh dibuktikan dalam perkiraan sukarela.

Penyediaan cadangan

11. Penama hendaklah menyediakan cadangan penghutang dalam Borang 9 dalam tempoh dua puluh satu hari selepas penerimaan pernyataan hal ehwal.

Memanggil mesyuarat pembiutang

12. (1) Penama, selepas menyediakan cadangan penghutang di bawah kaedah 11, hendaklah memanggil mesyuarat pembiutang dalam tempoh empat belas hari.

(2) Notis mesyuarat pembiutang di bawah subkaedah (1) hendaklah dibuat dalam Borang 10 dan dihantar kepada semua pembiutang yang dinyatakan dalam pernyataan hal ehwal penghutang.

(3) Tiap-tiap notis memanggil mesyuarat di bawah subkaedah (1) hendaklah disertai dengan—

- (a) proksi sebagaimana dalam Borang 11;
- (b) suatu salinan cadangan penghutang; dan
- (c) suatu salinan pernyataan hal ehwal atau jika penama fikirkan sesuai, satu ringkasan pernyataan hal ehwal yang hendaklah termasuklah satu senarai pembiutang dan amaun hutang.

Proksi

13. Pembiutang boleh memberikan proksi kepada pengurusnya, kerani atau mana-mana orang yang bekerja secara tetap dengannya untuk menghadiri mesyuarat pembiutang.

Pengerusi

14. Penama hendaklah menjadi pengerusi mesyuarat pembiutang.

Kelayakan mengundi

15. Setiap pembiutang yang telah memfailkan bukti hutang mengikut kaedah 10 hendaklah layak untuk mengundi secara sendiri atau melalui proksi dalam mesyuarat pembiutang atau mana-mana penangguhan mesyuarat itu.

Penangguhan

16. (1) Pengerusi mesyuarat pembiutang boleh menangguhkan mesyuarat untuk memberikan masa yang secukupnya kepada pembiutang untuk mempertimbangkan cadangan penghutang.

(2) Penangguhan itu tidak boleh melebihi empat belas hari daripada tarikh mesyuarat yang pertama.

Minit mesyuarat

17. Pengerusi hendaklah menyebabkan minit prosiding dalam mesyuarat pemutang direkodkan dan minit hendaklah ditandatangani olehnya.

Laporan penama

18. (1) Jika suatu mesyuarat pemutang telah meluluskan atau tidak meluluskan cadangan penghutang, pengerusi hendaklah menyediakan laporan dalam Borang 12 dan memfailkan suatu salinan laporan itu di mahkamah dalam tempoh tujuh hari dari tarikh mesyuarat diadakan.

(2) Jika penama melaporkan kepada mahkamah bahawa mesyuarat pemutang telah tidak meluluskan cadangan penghutang, mahkamah boleh mengenepikan perintah interim yang masih berkuat kuasa berhubung dengan penghutang.

Penggantian penama

19. Jika penghutang berniat untuk menggantikan penama pada bila-bila masa sebelum perkiraan sukarela selesai di bawah seksyen 2M Akta, penghutang itu hendaklah memfailkan Borang 13 di mahkamah dan menyampaikan borang tersebut—

(a) kepada penama dahulu; dan

(b) kepada semua pemutangnya.

Permohonan untuk arahan

20. Penama boleh membuat permohonan untuk arahan daripada mahkamah sebagaimana dalam Borang 14.

Fi perkiraan sukarela

21. (1) Fi dalam Jadual Kedua hendaklah dibayar kepada mahkamah.
- (2) Skala fi dalam Jadual Ketiga hendaklah kena dibayar oleh penghutang kepada penama sama ada sepenuhnya atau secara berperingkat sebagaimana yang dipersetujui oleh penama dan penghutang.

Pembayaran, dsb.

22. Penama boleh menuntut mana-mana kos, caj, saraan, pembayaran dan perbelanjaan berkaitan dengan perkiraan sukarela tidak melebihi amaun dua ribu ringgit.

JADUAL PERTAMA

[Kaedah 3]

FI BAGI PENDAFTARAN PENAMA

| (1) <i>Butiran</i> | (2) <i>Perkara</i> | (3) <i>Fi (RM)</i> |
|-----------------------|-----------------------|---------------------------|
| 1. | Pendaftaran penama | 1,000 |

JADUAL KEDUA

[Subkaedah 21(1)]

FI BAGI PROSIDING BERHUBUNG DENGAN PERKIRAAN SUKARELA

| (1) <i>Butiran</i> | (2) <i>Perkara</i> | (3) <i>Fi (RM)</i> |
|-----------------------|--|---------------------------|
| 1. | Permohonan <i>ex parte</i> bagi perintah interim di bawah perkiraan sukarela | 40 |
| 2. | Perintah interim di bawah subseksyen 2D(1) | 20 |
| 3. | Pemfailan laporan mesyuarat pemutang ke mahkamah di bawah subseksyen 2J(1) | 10 |
| 4. | Permohonan bagi semakan keputusan mesyuarat pemutang di bawah subseksyen 2L(1) | 20 |
| 5. | Perintah bagi semakan keputusan mesyuarat pemutang di bawah subseksyen 2L(1) | 10 |
| 6. | Pemfailan notis untuk menggantikan penama di bawah seksyen 2M | 10 |
| 7. | Permohonan bagi arahan daripada mahkamah oleh penama di bawah subseksyen 2N(4) | 10 |

JADUAL KETIGA

[Subkaedah 21(2)]

FI PERKIRAAN SUKARELA

| (1) <i>Butiran</i> | (2) <i>Amaun hutang keseluruhan/Perkara</i> | (3) <i>Fi (%)</i> |
|-----------------------|--|---|
| 1. | Bagi RM200,000.00 yang pertama | 5 |
| 2. | Bagi RM500,000.00 yang seterusnya | 3 |
| 3. | Bagi RM2,000,000.00 yang seterusnya | 1.5 |
| 4. | Bagi RM7,300,000.00 yang seterusnya | 0.5 |
| 5. | Jumlah hutang yang melebihi RM10,000,000.00 | Boleh dirunding atas lebihan tetapi tidak boleh melebihi 0.3% daripada lebihan tersebut |

LAMPIRAN
SENARAI BORANG

| <u>No. Borang</u> | <u>Nama borang</u> | <u>Kaedah</u> |
|-------------------|--|---------------|
| 1 | Tajuk am | 2 |
| 2 | Permohonan pendaftaran sebagai penama | 3 |
| 3 | Persetujuan penama | 7 |
| 4 | Permohonan <i>ex parte</i> perintah interim oleh penghutang | 7 |
| 5 | Afidavit sokongan permohonan untuk perintah interim | 7 |
| 6 | Perintah interim | 8 |
| 7 | Pernyataan hal ehwal | 9 |
| 8 | Bukti hutang | 10 |
| 9 | Cadangan penghutang | 11 |
| 10 | Notis untuk memanggil mesyuarat pemutang | 12 |
| 11 | Proksi | 12 |
| 12 | Laporan penama | 18 |
| 13 | Notis untuk menggantikan penama | 19 |
| 14 | Permohonan <i>ex parte</i> oleh penama untuk arahan mahkamah | 20 |

BORANG 1

TAJUK AM (k. 2)

Dalam Mahkamah Tinggi di Malaya/Sabah/Sarawak di.....

Dalam Perkiraan Sukarela No.....20.....

Dalam perkara..... (Nama penghutang)(Nombor kad pengenalan)

BORANG 2

PERMOHONAN UNTUK PENDAFTARAN SEBAGAI PENAMA (k. 3)

A. BUTIR-BUTIR PERIBADI

1. Nama penuh : _____
2. Jantina : _____
3. Status perkahwinan : _____
4. Tarikh lahir : _____
5. Tempat lahir : _____
6. Kewarganegaraan : _____
7. Kaum : _____
8. Nombor kad pengenalan : _____
9. Alamat terkini pejabat/kerja : _____
10. E-mel : _____
11. Nombor telefon bimbit : _____
12. Nombor telefon pejabat/kerja : _____

B. KELAYAKAN AKADEMIK

1. Nama kelayakan akademik yang tertinggi dimiliki : _____
2. Nama universiti/institusi : _____

C. KEHENDAK DI BAWAH AKTA INSOLVENSI 1967

1. Kategori- kategori pemohon menurut seksyen 2G (1) Akta Insolvensi 1967

(Sila tanda mana yang bersetujuan)

| | |
|--|---|
| | seorang akauntan berkanun berdaftar di bawah Akta Akauntan 1967 [Akta 94] |
| | seorang peguam cara dan peguam bela yang diterima masuk dan didaftarkan di bawah Akta Profesional Undang-Undang 1976 [Akta 166] |
| | mana-mana orang lain yang Menteri tetapkan melalui <i>Warta</i> di bawah subperenggan 2G(1)(a)(iii) Akta Insolvensi 1967. |

Sekiranya di bawah orang lain yang Menteri tetapkan, sila nyatakan kategori yang ditentukan lain-lain orang itu:

2. Tarikh kemasukan/pendaftaran/didaftarkan : _____
3. Tarikh luput keahlian (sekiranya ada) : _____
4. Tahun pengalaman : _____

D. AKUAN PEMOHON

1. Dengan menandatangani borang permohonan ini, saya mengaku bahawa —
 - (i) butiran-butiran yang diberikan di dalam borang ini adalah benar, tepat dan lengkap mengikut pengetahuan dan kepercayaan saya yang terbaik, dan saya akan memberikan apa-apa maklumat yang Ketua Pengarah Insolvensi minta;
 - (ii) saya bukan seorang bankrap yang belum dilepaskan;
 - (iii) saya tidak menyerahhakkan estet saya untuk kepentingan mana-mana pembiutang saya atau tidak berada di bawah perkiraan sukarela dengan mana-mana pembiutang saya;

- (iv) saya tidak disabitkan di Malaysia atau di tempat lain atas suatu kesalahan jenayah yang menjadikan tidak layak di bawah Akta Insolvensi 1967, dan khususnya, tetapi tidak terhad kepada, suatu kesalahan melibatkan frod atau kecurangan; dan
 - (v) Saya tidak menghidapi apa-apa penyakit mental di bawah Akta Kesihatan Mental 2001 [*Akta 615*]
2. Saya juga menyedari kesan hukuman penal bagi pengakuan palsu berkenaan dengan di atas, saya mungkin boleh dihukum di bawah mana-mana undang-undang yang terpakai di Malaysia.

Tarikh:.....

Tandatangan pemohon

BORANG 3

(Tajuk am)

PERSETUJUAN PENAMA (k. 7)

Maka satu permohonan telah dibuat oleh penghutang yang bernama di atas untuk suatu perintah interim, saya.....nombor kad pengenalan.....dengan ini bersetuju dan sanggup bertindak berhubung dengan perkiraan sukarela.

Bertarikh.....hari bulan....., 20.....

.....
Tandatangan penama

BORANG 4

(Tajuk am)

PERMOHONAN *EX PARTE* PERINTAH INTERIM OLEH PENGHUTANG (k. 7)

Saya....., nombor kad pengenalan.....berhasrat untuk membuat permohonan kepada mahkamah untuk satu perintah interim menurut subseksyen 2C(2)(b) Akta Insolvensi 1967.

Alasan permohonan telah dinyatakan dalam afidavit saya yang bertarikhhari bulan.....20.....

Bertarikh.....hari bulan.....20.....

.....
Tandatangan penghutang

BORANG 5

(Tajuk am)

AFIDAVIT SOKONGAN PERMOHONAN UNTUK PERINTAH INTERIM (k. 7)

Saya....., nombor kad pengenalan.....menegaskan dan menyatakan:

1. Bahawa berdasarkan pengetahuan, maklumat dan kepercayaan, saya sedar bahawa tindakan pelaksanaan atau proses undang-undang seperti berikut telah dibuat terhadap saya. Butiran pelaksanaan atau proses undang-undang dinyatakan seperti berikut:

(a)

.....

(b)

.....

(c)

.....

2. Bahawa saya tidak memfailkan suatu permohonan untuk perintah interim sepanjang tempoh dua belas bulan sebaik sebelum tarikh permohonan ini untuk perintah interim.

3. Bahawa Borang 3, senarai kesemua pembiayaan dan anggaran amaun yang terhutang dengan ini dikemukakan dan ditandakan sebagai ekshibit “.....” dan “.....” dan dilampirkan bersama-sama ini.

Diangkat sumpah (atau diikrarkan)

pada.....haribulan....., 20.....

di.....

(Melalui terjemahan oleh



Di hadapan saya

.....
Pesuruhjaya Sumpah

BORANG 6

(Tajuk am)

PERINTAH INTERIM (k. 8)

Atas permohonan (nama penghutang), nombor kad pengenalan....., dan dengan membaca afidavitnya bertarikh.....,

Adalah diperintahkan bahawa perintah ini hendaklah sah bagi tempoh sembilan puluh hari dari tarikh pembuatannya dan terhenti berkuat kuasa pada..... atau menurut subseksyen 2K(2) Akta Insolvensi 1967 [*Akta 360*], pada berakhirnya tiga puluh hari dari tarikh laporan keputusan mesyuarat telah dimeterai oleh mahkamah di bawah seksyen 2J Akta ini.

Dan adalah perintahkan bahawa tiada petisyen kebankrapan boleh dibuat atau diteruskan terhadap penghutang dan tiada prosiding, tindakan pelaksanaan atau proses perundangan yang boleh dimulakan atau diteruskan terhadap penghutang tanpa kebenaran terlebih dahulu mahkamah.

Bertarikh.....hari bulan.....20.....

(Meterai mahkamah)

.....
Pendaftar

BORANG 7

(Tajuk am)

PERNYATAAN HAL EHWAL (k. 9)

Anda dikehendaki untuk mengisi dengan berhati-hati dan tepat, borang ini yang menunjukkan keadaan hal ehwal pada hari Perintah Interim telah dibuat terhadap anda pada hari bulan Borang ini apabila diisi akan menjadi pernyataan hal ehwal yang apabila dilengkapkan hendaklah ditentusahkan pada hari diperakukan.

BAHAGIAN A: ASET**1. Tanah/Rumah**

| Butiran | Tanah/rumah 1 | Tanah/rumah 2 |
|--|---------------|---------------|
| Alamat penuh | | |
| Bercagar/tidak bercagar | | |
| Nama Pemilik Bersama (jika ada) | | |
| Nama penghuni dan hubungan (jika tanah/rumah diduduki individu lain) | | |

**Jika lebih, sila lampirkan lembaran berasingan*

2. Kenderaan (Tidak tertakluk kepada perjanjian sewa beli)

| Butiran | Nombor Pendaftaran | Jenis | Diguna oleh individu lain (ya/tidak) | Jika ya, nama pengguna dan alamat |
|-------------|--------------------|-------|--------------------------------------|-----------------------------------|
| Kenderaan 1 | | | | |
| Kenderaan 2 | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

3. Lain-lain pemilikan aset

| Tanda ✓ | Butiran | Anggaran (RM) |
|---------|--|---------------|
| | Wang tunai di tangan | |
| | Baki dibank | |
| | Mesin, lekapan, kelengkapan, perkakas, dsb. | |
| | Stok ladang dan tanaman | |
| | Perabot Isi rumah | |
| | Harta Intelek (Paten, hak cipta, rekaan perindustrian) | |
| | Barang kemas/barangan antik | |
| | Lain-lain. Sila nyatakan: | |

***Jika lebih, sila lampirkan lembaran berasingan**

4. Stok niaga

Butir-butir penuh mengenai tiap-tiap perihal harta yang dimiliki dan dalam pengembalian adalah tidak termasuk dalam mana-mana senarai lain hendaklah dinyatakan dalam senarai ini.

| Pernyataan penuh dan sifat harta benda | Kos anggaran (RM) | Anggaran dihasilkan (RM) |
|--|-------------------|--------------------------|
| Saham dagangan di Malaysia | | |
| Saham dagangan di tempat lain | | |
| Stok dalam perdagangan barang dalam perjalanan dari atau ke Malaysia, notis ketibaannya telah diterima | | |

***Jika lebih, sila lampirkan lembaran berasingan**

5. Bil pertukaran

| No. | Nama penerima bil atau nota | Alamat, dsb | Amaun bil atau nota | Tarikh apabila perlu | Anggaran dihasilkan | Butir-butir tentang apa-apa harta yang dipegang sebagai jaminan untuk pembayaran bil atau nota |
|-----|-----------------------------|-------------|---------------------|----------------------|---------------------|--|
| | | | | | | |
| | | | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

6. Syer

| No. | Nama syarikat | Amaun pegangan | Nilai semasa saham |
|-----|---------------|----------------|--------------------|
| | | | |
| | | | |

**Jika lebih, sila lampirkan lembaran yang berasingan*

7. Pelaburan

| No. | Nama pelaburan | Nama institusi pelaburan | Diperoleh secara tunai atau pinjaman | Nombor akaun atau polisi |
|-----|----------------|--------------------------|--------------------------------------|--------------------------|
| | | | | |
| | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

8. Polisi Insurans

| No. | Jenis insuran (Contohnya nyawa, kesihatan dan lain-lain) | Nama syarikat insuran | Anggaran simpanan (RM) | Bayaran sebulan (RM) |
|-----|---|-----------------------|------------------------|----------------------|
| | | | | |
| | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

9. Buku Hutang

(Suatu amaun hutang yang didebitkan kepada suatu akaun di dalam suatu lejar/ suatu hutang yang terhutang kepada seseorang pekedai sebagaimana yang direkodkan di dalam buku akaunnya)

| No. | Nama Penghutang | Tempat tinggal dan Pekerjaan | Amaun hutang | | | Folio lejer atau butiran buku yang dijumpai | Bila berkontrak | | Anggaran dihasilkan | Butiran sekuriti yang dipegang untuk hutang |
|-----|-----------------|------------------------------|--------------|------|-------|---|-----------------|-------|---------------------|---|
| | | | Baik | Ragu | Teruk | | Bulan | Tahun | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

* *Jika lebih, sila lampirkan lembaran berasingan*

BAHAGIAN B: HUTANG

1. Hutang bercagar (keseluruhan atau sebahagian)

Hutang bercagar adalah suatu pinjaman yang suatu harta (contohnya rumah, tanah, dsb.) dicagarkan secara keseluruhan atau sebahagiannya (contohnya rumah, tanah, dsb.) bagi pinjaman itu. Kegagalan untuk membayar hutang itu, harta itu akan dilelong oleh bank.

| No. | Nama pembiutang | Alamat pembiutang | Pekerjaan pembiutang (sekiranya individu) | Harta yang dicagarkan | Jumlah hutang (RM) | Tarikh bila diberikan |
|-----|-----------------|-------------------|---|-----------------------|--------------------|-----------------------|
| | | | | | | |
| | | | | | | |

* *Jika lebih, sila lampirkan lembaran berasingan*

2. Hutang tidak bercagar

Hutang tidak bercagar adalah pinjaman yang diberikan tanpa cagaran.

| No. | Nama pembiutang | Alamat pembiutang | Pekerjaan pembiutang (sekiranya individu) | Jumlah hutang (RM) | Tarikh bila diberikan |
|-----|-----------------|-------------------|---|--------------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

*Jika lebih, sila lampirkan lembaran berasingan

3. Pembiutang keutamaan untuk sewa, kadar, cukai dan upah

Pembiutang keutamaan adalah pembiutang yang akan mempunyai keutamaan dalam pengagihan dividen ke atas pembiutang lain (termasuk cukai pendapatan yang perlu dibayar, cukai hartanah, tunggakan gaji pekerja dan sumbangan KWSP yang perlu dibayar).

| No | Nama pembiutang | Alamat pembiutang | Pekerjaan pembiutang (sekiranya individu) | Jenis tuntutan | Tempoh semasa tuntutan terakru | Perbezaan kedudukan untuk bayaran dividen | Amaun keseluruhan yang kena dibayar (RM) | Amaun tuntutan (RM) | Tarikh kena bayar |
|----|-----------------|-------------------|---|----------------|--------------------------------|---|--|---------------------|-------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

*Jika lebih, sila lampirkan lembaran berasingan

BAHAGIAN C: LIABILITI**1. Liabiliti**

Apa-apa bayaran yang perlu dibayar disebabkan oleh apa-apa obligasi.

| No. | Nama pembiutang dan penuntut | Alamat dan Pekerjaan | Amaun liabiliti atau tuntutan | Tarikh semasa liabiliti berlaku | Jenis liabiliti |
|-----|------------------------------|----------------------|-------------------------------|---------------------------------|-----------------|
| | | | | | |
| | | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

2. Liabiliti di bawah Akta Sewa Beli 1967 [Akta 212]

| No. | Nama pembiutang dan penuntut | Alamat dan pekerjaan | Amaun liabiliti atau tuntutan | Tarikh bila liabiliti berlaku | Jenis liabiliti |
|-----|------------------------------|----------------------|-------------------------------|-------------------------------|-----------------|
| | | | | | |
| | | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

3. Liabiliti penghutang pada bil selain penerimaanya (bagi penghutang yang menjalankan perniagaan)

| No. | Nama pembiutang dan penuntut | Alamat dan pekerjaan | Sama ada bertanggungan sebagai penyuruh bayar atau pengesah | Tarikh kena bayar | Amaun | Tarikh bila liabiliti berlaku |
|-----|------------------------------|----------------------|---|-------------------|-------|-------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Jika lebih, sila lampirkan lembaran berasingan*

BAHAGIAN D: AKAUN SUSUTAN (bagi penghutang yang menjalankan perniagaan)

| | RM |
|--|-----|
| Lebihan aset atas tanggungan daripada (a)..... hari bulan 20..... jika ada. | |
| Keuntungan bersih daripada menjalankan perniagaan dari (a)..... hari bulan 20....., hingga tarikh perintah interim selepas ditolak perbelanjaan-perbelanjaan biasa (jika ada). | |
| Pendapatan daripada punca-punca lain semenjak (a)..... hari bulan 20..... | |
| Susutan seperti pernyataan hal ehwal: | |
| | (b) |
| Lebihnya aset daripada tanggungan daripada (a)..... hari bulan 20..... jika ada. | |
| Kerugian bersih daripada menjalankan perniagaan dari (a)..... hari bulan 20....., hingga tarikh perintah interim, selepas ditolak perbelanjaan-perbelanjaan biasa (jika ada) bagi perniagaan daripada keuntungan (jika ada). | |
| Hutang lapuk (jika ada) seperti dalam jadual (c). | |
| Perbelanjaan dilakukan semenjak (a) hari bulan 20, Selain perbelanjaan biasa bagi perniagaan, iaitu, perbelanjaan rumah tangga bagi diri dan (d)..... (e) | |
| Lebihan seperti pernyataan hal ehwal (jika ada): | |
| | (b) |

- (a) 12 bulan sebelum tarikh perintah interim atau sebelum masa lain sebagaimana yang ditetapkan oleh penama.
- (b) Angka-angka ini sepatutnya serupa.
- (c) Jadual in mesti menunjukkan bila hutang telah dilakukan.
- (d) Tambah isteri dan anak-anak dengan menyatakan bilangan anak-anak (jika ada)
- (e) Di sini tambah apa-apa perbelanjaan atau kerugian lain.

PENGAKUAN

Saya _____ nombor kad pengenalan _____ mengaku dan mengesahkan bahawa butir-butir yang dinyatakan dalam pernyataan ini adalah kenyataan lengkap, jujur dan benar mengenai hal ehwal saya.

Diangkat sumpah (atau diikrarkan)
pada.....haribulan....., 20.....
di.....



Di hadapan saya

Pesuruhjaya Sumpah

BORANG 8

(Tajuk am)

BUKTI HUTANG (k. 10)

(a)

Saya (b)berumurtinggal di..... mengikrarkan dan menyatakan:

(c) Bahawa saya adalah dalam perkhidmatan pemutang yang tersebut di bawah ini, dan bahawa saya adalah diberi kuasa oleh untuk membuat afidavit ini, dan bahawa adalah dalam pengetahuan saya sendiri bahawa hutang yang dinyatakan dengan sumpah di bawah ini telah dilakukan, dan bagi balasan yang dinyatakan itu, dan bahawa hutang itu, sepanjang pengetahuan dan kepercayaan saya, masih belum lagi dibayar dan dijelaskan.

(d) Bahawa saya adalah diberi kuasa, di bawah meterai syarikat yang tersebut di bawah ini, untuk membuat bukti hutang bagi pihaknya.

1. Bahawa..... yang tersebut telah, pada tarikh perintah interim, mengikut pada..... hari bulan....., 20....., dan adalah masih lagi dengan adil dan benar terhutang kepada (e)..... sebanyak..... bagi (f)..... sebagaimana yang ditunjukkan oleh akaun yang dicatatkan dalam ini, atau oleh akaun yang berikut:

bagi jumlah wang itu atau apa-apa bahagian daripadanya saya menyatakan bahawa saya tidak ada (g).....atau mana-mana orang dengan (h)..... pada pengetahuan dan kepercayaan saya bagi kegunaan (h)..... tidak ada mendapat atau menerima apa-apa jua cara penyelesaian atau cagaran, kecuali dan melainkan yang berikut (i).....

| Tarikh | Penyuruh bayar | Penerima | Amaun | | Tarikh luput |
|--------|----------------|----------|-------|--|--------------|
| | | | | | |

Bagi pemutang bercagar, sila nyatakan butiran cagaran kamu, tarikh diberikan dan nilai yang kamu telah taksir,

As a result, the following recommendations are made:

- The proposed new building should be located on the site of the former school building.
- The proposed new building should be a single-story structure.
- The proposed new building should be located on the site of the former school building.

Diangkat sumpah (atau diikrarkan)
pada..... hari bulan..... 20.....
di.....

(g) Tandatangan deponen

Di hadapan saya

Pesuruhjaya Sumpah

Bukti itu tidak boleh diperaku bagi mengundi dalam mesyuarat pembiutang melainkan jika ia telah disempurnakan dengan betul dan dikemukakan kepada penama sebelum masa yang dinyatakan dalam notis memanggil mesyuarat itu.

Diperaku undi sebanyak RM..... pada..... hari bulan.....,
20.....

Penama

KAMU HENDAKLAH MEMBERIKAN PERHATIAN DENGAN TELITI ARAHAN INI

- (a) Di sini masukkan nama dan nombor kad pengenalan penghutang, sebagaimana diberi dalam notis mesyuarat.
- (b) Masukkan nama penuh, nombor kad pengenalan, alamat dan pekerjaan deponen.
Jika bukti dibuat oleh pemutang, potong fasal (c) dan (d).
Jika dibuat oleh kerani, potong (d).
Jika oleh ejen syarikat potong (c).
- (e) Masukkan *saya dan kepada C,D, dan E,F, pekongsi bersama saya dalam perniagaan* jika ada, atau, jika oleh kerani masukkan nama, alamat dan perihal prinsipal.

AMBIL PERHATIAN

- (f) Nyatakan balasan (*sila nyatakan jenis hutang*) [seperti – barang-barang yang telah dijual dan diserahkan oleh saya (dan pekongsi saya) kepadanya (atau mereka) atas permintaannya (atau mereka) di antara tarikh itu (atau wang yang didahulukan saya bagi bil pertukaran yang tersebut di bawah ini) (atau mengikut mana-mana yang berkenaan)]. Lihat di belakang.
- (g) Pekongsi saya yang tersebut atau mana-mana daripada mereka atau pemutang yang tersebut namanya di atas (mengikut mana-mana yang berkenaan).
- (h) Saya atau kami atau mereka atau dia (mengikut mana-mana yang berkenaan).
- (i) Di sini nyatakan butiran segala jaminan yang dipegang dan sekiranya jaminan itu adalah atas harta penghutang, tafsir nilai harta itu, dan sekiranya apa-apa bil atau jaminan lain yang boleh diniagakan dipegang, nyatakan dalam jadual itu.

*Sila lampirkan dokumen sokongan.

BUTIRAN AKAUN YANG DIRUJUK DI MUKA SEBELAH
(*Kredit hendaklah diberikan bagi akaun kontra*)

Jika ruang tidak cukup, lampirkan butiran itu, tetapi jika butiran itu dibuat atas lembaran kertas yang berasingan, yang demikian mestilah ditandai oleh orang yang di hadapannya afidavit itu telah diangkat sumpah.

| Tarikh | Balasan | Amaun | Catatan |
|--------|---------|-------|---------|
| | | | |
| | | | |
| | | | |

Baucer (sekiranya ada), yang mana akaunnya boleh disahkan, hendaklah dinyatakan di sini.

BORANG 9

(Tajuk am)

CADANGAN PENGHUTANG (k. 11)

1. Nama penghutang :
2. Alamat rumah :
3. Nombor telefon penghutang dan alamat e-mel :
4. Nama Penama :
5. Alamat Penama :
6. Nombor telefon penama & alamat e-mel :
7. Amaun keseluruhan liabiliti mengikut pernyataan hal ehwal bertarikh..... RM.....
8. Amaun keseluruhan aset mengikut pernyataan hal ehwal bertarikh..... RM.....
9. Tempoh perkiraan sukarela yang dicadangkan :

A. PENDAHULUAN

Saya berniat untuk mencadangkan suatu perkiraan sukarela kepada semua pemutang saya atas sebab-sebab yang berikut:

- (1)
-
- (2)
-

(3)

.....

B. SENARAI PEMIUTANG (Sekiranya lebih, sila lampirkan helaian berasingan)

| No. | Nama dan alamat pemiutang | Amaun hutang |
|-----|---------------------------|--------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

C. CADANGAN

Dicadangkan bahawa:

- (1)
-
- (2)
-
- (3)
-

D. AKUAN OLEH PENGHUTANG

Saya, (nama penghutang), penghutang yang disebut di atas dengan ini mengesahkan bahawa dokumen ini menyatakan cadangan saya kepada pemiutang-pemiutang saya untuk perkiraan sukarela dan mengikut pengetahuan dan kepercayaan saya segala pernyataan di sini adalah benar.

Bertarikh.....hari bulan.....20.....

.....
Tandatangan penghutang

(Penghutang hendaklah menandatangan ringkas pada setiap muka surat)

E. AKUAN OLEH PENAMA

Saya,.....(nama penama) mengesahkan bahawa saya telah menyediakan cadangan untuk.....(nama penghutang), penghutang yang disebut di atas menurut subseksyen 2I(2) Akta Insolvensi 1967 [*Akta 360*] dan saya telah berhati-hati menerangkan kesan-kesan setiap cadangan kepada penghutang itu.

Bertarikh.....hari bulan.....20.....

.....
Tandatangan penama

BORANG 10

(Tajuk am)

NOTIS UNTUK MEMANGGIL MESYUARAT PEMIUTANG (k. 12)

Ambil perhatian bahawa suatu perintah interim telah dibuat di bawah subseksyen 2D(1) Akta Insolvensi 1967 [*Akta 360*] oleh Mahkamah Tinggi Malaya/Sabah/Sarawak di..... pada.....hari bulan.....20.....,

Ambil perhatian bahawa suatu mesyuarat pemutang di bawah seksyen 2I Akta akan diadakan di..... pada.....hari bulan.....20..... pukul..... pagi/petang.

Ambil perhatian bahawa menurut subseksyen 2K(1) Akta, jika mesyuarat pemutang dipanggil di bawah seksyen 2I Akta telah meluluskan perkiraan sukarela yang dicadangkan (dengan atau tanpa ubahsuaian), perkiraan sukarela yang diluluskan itu hendaklah mempunyai kesan seolah-olah ia dibuat oleh penghutang semasa mesyuarat dan mengikat tiap-tiap orang yang mempunyai notis dan berhak untuk mengundi di dalam mesyuarat, sama ada orang itu hadir atau tidak atau diwakili dalam mesyuarat, seolah-olah orang itu merupakan pihak kepada perkiraan tersebut.

Bertarikh.....hari bulan.....20.....

.....
Tandatangan penama

BORANG 11

(Tajuk am)

PROKSI (k. 12)

Saya..... (pembiutang), dengan ini melantik untuk menjadi proksi saya dalam mesyuarat pembiutang i dalam perkara di atas.

Bertarikh..... hari bulan....., 20.....

.....
Tandatangan

BORANG 12

(Tajuk am)

LAPORAN PENAMA (k. 18)

Penama kepada penghutang di atas dengan ini melaporkan:

Bahawa cadangan penghutang bagi perkiraan sukarela telah dibentangkan dalam suatu mesyuarat pembiutang yang telah diadakan di..... pada..... hari bulan 20....., jam..... pagi/petang.

Cadangan penghutang adalah seperti berikut:

(Nyatakan terma-terma cadangan dengan sepenuhnya)

.....
.....
.....

Bahawa pembiutang telah hadir atau telah diwakili dalam mesyuarat dengan nilai masing-masing seperti berikut:

| No. | Nama pembiutang yang hadir sendiri atau melalui proksi (sekiranya pengurus adalah pemegang proksi, sila nyatakan) | Amaun tuntutan (RM) |
|-----|---|---------------------|
| | | |
| | | |
| | | |

Bahawa setiap pembiutang dan nilainya masing-masing telah mengundi bagi setiap resolusi berikut:

| No. | Nama pemiutang yang hadir atau diwakili | *Dipersetujui/tidak dipersetujui |
|-----|---|----------------------------------|
| | | |
| | | |
| | | |

* Potong mana-mana yang tidak berkenaan.

*Bahawa cadangan penghutang telah *dipersetujui/tidak dipersetujui.

*Bawanya cadangan penghutang telah dipersetujui dengan ubahsuaian seperti berikut:

(Nyatakan pengubahsuaian dengan sepenuhnya)

Bahawa resolusi mesyuarat pembiutang seperti berikut:

| No. | Resolusi | Keputusan |
|-----|----------|-----------|
| | | |
| | | |

Bertarikhhari bulan.....20.....

Pengerusi

(Meterai mahkamah)

Pendaftar

BORANG 13

(Tajuk am)

NOTIS UNTUK MENGGANTIKAN PENAMA (k. 19)

Kepada Pendaftar;

Ambil perhatian bahawa.....(nama penama pengganti), nombor kad pengenalan....., telah dilantik untuk menggantikan(nama penama dahulu) nombor kad pengenalan..... untuk bertindak sebagai penama kepada penghutang dalam perkiraan sukarelanya.

Alamat penyampaian bagi penama pengganti adalah.....

Bertarikh hari bulan, 20.....

.....
(Nama penama pengganti dan tandatangan)

Kepada;

Penama dahulu (Nama dan alamat)

.....
Pemutang (Nama dan alamat)

1.
2.
3.

BORANG 14

(Tajuk am)

PERMOHONAN EX PARTE OLEH PENAMA UNTUK ARAHAN MAHKAMAH (k. 20)

Saya berhasrat untuk membuat permohonan untuk arahan kepada mahkamah (nyatakan butiran perkara).

Dibuat 3 Oktober 2017
[MdI/156/008/AM/2/15 ; PN(PU2)180/III]

DATO' SRI AZALINA BINTI OTHMAN SAID
Menteri di Jabatan Perdana Menteri

INSOLVENCY ACT 1967

INSOLVENCY (VOLUNTARY ARRANGEMENT) RULES 2017

IN exercise of the powers conferred by sections 2C, 2F, 2G, 2I, 2Q and 123 of the Insolvency Act 1967 [*Act 360*], the Minister makes the following rules:

Citation and commencement

1. (1) These rules may be cited as the **Insolvency (Voluntary Arrangement) Rules 2017**.

(2) These Rules come into operation on 6 October 2017.

Title of proceeding

2. Every proceeding in court under these Rules shall with necessary additions be intituled as in Form 1.

Application for registered nominee

3. An application for registered nominee shall be made to the Director General of Insolvency in Form 2 accompanied with the registration fee as specified in the First Schedule.

Approval of application

4. (1) The Director General of Insolvency may approve the application in writing and state the period of the validity of the registration.

(2) Where the Director General of Insolvency refuses the application, the Director General of Insolvency shall notify the applicant of his decision by a notice in writing.

Powers of nominee

5. (1) The nominee shall have the power to do all things necessary or expedient for or relating to the performance of his duties.

(2) Any voluntary arrangement made under these Rules shall expressly provide specific functions, powers and duties to be given to a nominee in supervising and administering its implementation.

(3) Without prejudice to the generality of subrules (1) and (2), the powers of the nominee shall include the power—

- (a) to preside a meeting of creditors for the purposes to approve debtor's proposal;
- (b) to require any information from the debtor and his creditors with respect to debtor's affairs which is necessary for the tabling of debtor's proposal for a voluntary arrangement;
- (c) to issue forms of proxy for use at the meetings of creditors;
- (d) to admit or reject proof of debt as a whole or in part;
- (e) to do all such things including the carrying out of works necessary for the implementation and supervision of the voluntary arrangement; and
- (f) any other power that is given by the terms of voluntary arrangement as agreed between debtor and creditor.

Duties of nominee

6. The duties of the nominee are—

- (a) to report to the debtor and his creditors upon the progress of the voluntary arrangement; and
- (b) to inform the Director General of Insolvency of his disqualification to act as a nominee as required under the Act.

Application for interim order

7. (1) An application to the court for an interim order under paragraph 2c(2)(b) of the Act shall be made by summons in chambers in Form 4 and supported by an affidavit in Form 5.

(2) A copy of Form 3, a list of debtor's creditors and the estimated amount owed shall be exhibited in the affidavit.

(3) Where the debtor is a firm—

(a) the affidavit supporting the application for an interim order may be made by one of the partners of the firm; and

(b) a copy of consent in writing from all or majority of the partners to enter into a voluntary arrangement, shall be exhibited in the affidavit.

(4) The court shall fix a date for hearing the application and a copy of the application shall be submitted by the debtor to the Director General of Insolvency and the nominee within seven days from the date of receiving the application.

Interim order

8. Subject to subsection 2D(2) of the Act, the court shall make an interim order in Form 6.

Statement of affairs

9. The debtor shall submit a statement of affairs in Form 7 to the nominee within fourteen days from the date of the interim order given by the court.

Proof of debt

10. (1) Every creditor shall file proof of debt in Form 8 within twenty-one days from the date of receiving notification under subsection 2D(5) of the Act.

(2) Demands in the nature of unliquidated damages arising otherwise than by reason of a contract, promise or breach of trust shall not be provable in voluntary arrangement.

Preparation of proposal

11. The nominee shall prepare the debtor's proposal in Form 9 within twenty-one days after receiving statement of affairs.

Summoning of meeting of creditors

12. (1) The nominee, after preparing the debtor's proposal under rule 11, shall summon the meeting of creditors within fourteen days.

(2) Notice of the meeting of creditors under subrule (1) shall be made in Form 10 and sent to all of the creditors specified in the debtor's statement of affairs.

(3) Every notice summoning the meeting of creditors under subrule (1) shall be accompanied with—

(a) proxy as in Form 11;

(b) a copy of the debtor's proposal; and

(c) a copy of the statement of affairs or if the nominee thinks fit, a summary of the statement of affairs which shall include a list of the creditors and the amounts of their debts.

Proxy

13. A creditor may give a proxy to his manager, clerk or any other person in his regular employment to attend the meeting of creditors.

Chairman

14. The nominee shall be the chairman of the meeting of creditors.

Entitlement to vote

15. Every creditor who has filed the proof of debt in accordance with rule 10 shall be entitled to vote in person or by proxy at the meeting of creditors or any adjournment of the meeting.

Adjournments

16. (1) The chairman of the meeting of creditors may adjourn the meeting to give ample time for the creditor to consider the debtor's proposal.

(2) Such adjournment shall not be more than fourteen days from the date of the first meeting.

Minutes of meetings

17. The chairman shall cause minutes of the proceedings at the meeting of creditors to be recorded and the minutes shall be signed by him.

Report of nominee

18. (1) If meeting of creditors has either approve or disapprove the debtor's proposal, the chairman shall prepare a report in Form 12 and file a copy of the report in the court within seven days from the date of the meeting being held.

(2) If the nominee reports to the court that the meeting of creditors has disapproved the debtor's proposal, the court may set aside the interim order which is in force in relation to the debtor.

Replacement of nominee

19. Where a debtor intends to replace a nominee at any time before the voluntary arrangement is concluded under section 2M of the Act, the debtor shall file Form 13 to the court and serve such form —

(a) to the former nominee; and

(b) to all of his creditors.

Application for direction

20. A nominee may make an application for direction from the court in Form 14.

Fees for voluntary arrangement

21. (1) The fees in the Second Schedule shall be paid to the court.

(2) The scale of fees in Third Schedule shall be payable by the debtor to the nominee either in full or in stages as agreed by the nominee and the debtor.

Disbursement, etc.

22. A nominee may claim any of his costs, charges, disbursement and expenses in connection with voluntary arrangement not exceeding the amount of two thousand ringgit.

FIRST SCHEDULE

[Rule 3]

FEES FOR REGISTRATION OF NOMINEE

| (1) <i>Item</i> | (2) <i>Matters</i> | (3) <i>Fees (RM)</i> |
|--------------------|-------------------------|-----------------------------|
| 1. | Registration of nominee | 1,000 |

SECOND SCHEDULE

[Subrule 21(1)]

FEES FOR PROCEEDINGS IN RELATION TO VOLUNTARY ARRANGEMENT

| (1) <i>Item</i> | (2) <i>Matters</i> | (3) <i>Fees (RM)</i> |
|--------------------|---|-----------------------------|
| 1. | <i>Ex parte</i> application for interim order under voluntary arrangement | 40 |
| 2. | Interim order under subsection 2D(1) | 20 |
| 3. | Filing report of the meeting of creditors to court under subsection 2J(1) | 10 |
| 4. | Application for review of the decision of the meeting of creditors under subsection 2L(1) | 20 |
| 5. | Order for review of decision of the meeting of creditors under subsection 2L(1) | 10 |
| 6. | Filing of notice to replace nominee under section 2M | 10 |
| 7. | Application for direction from the court by nominee under subsection 2N(4) | 10 |

THIRD SCHEDULE

[Subrule 21(2)]

FEES FOR VOLUNTARY ARRANGEMENT

| (1) <i>Item</i> | (2) <i>Total amount of debts/Matters</i> | (3) <i>Fees (%)</i> |
|--------------------|---|--|
| 1. | For the first RM200,000.00 | 5 |
| 2. | For the next RM500,000.00 | 3 |
| 3. | For the next RM2,000,000.00 | 1.5 |
| 4. | For the next RM7,300,000.00 | 0.5 |
| 5. | Total debts more than RM10,000,000.00 | Negotiable on excess but shall not exceed 0.3% of such excess. |

APPENDIX
LIST OF FORMS

| <u>Form No.</u> | <u>Name of the form</u> | <u>Rule</u> |
|-----------------|--|-------------|
| 1 | General title | 2 |
| 2 | Application for registration as a nominee | 3 |
| 3 | Consent of nominee | 7 |
| 4 | <i>Ex parte</i> application for interim order by debtor | 7 |
| 5 | Affidavit in support of application for interim order | 7 |
| 6 | Interim order | 8 |
| 7 | Statement of affairs | 9 |
| 8 | Proof of debt | 10 |
| 9 | Debtor's proposal | 11 |
| 10 | Notice to summon meeting of creditors | 12 |
| 11 | Proxy | 12 |
| 12 | Report of the nominee | 18 |
| 13 | Notice to replace nominee | 19 |
| 14 | <i>Ex parte</i> application by nominee for court's direction | 20 |

FORM 1

GENERAL TITLE (r. 2)

In the High Court in Malaya/Sabah/Sarawak at.....

In Voluntary Arrangement No.....of.....20.....

In the matter of..... (Name of debtor) (Identity card number)

FORM 2

APPLICATION FOR REGISTRATION AS A NOMINEE (r. 3)

A. PERSONAL DETAILS

1. Full name : _____
2. Gender : _____
3. Marital status : _____
4. Date of birth : _____
5. Place of birth : _____
6. Nationality : _____
7. Race : _____
8. Identity card number : _____
9. Current office/work address : _____
10. E-mail : _____
11. Handphone number : _____
12. Office/work phone number : _____

B. ACADEMIC QUALIFICATION

1. Name of the highest academic qualification held : _____
2. Name of the university/institution : _____

C. REQUIREMENTS NEEDED UNDER INSOLVENCY ACT 1967

1. Categories of applicant by virtue of section 2G (1) Insolvency Act 1967

(Please tick as appropriate)

| | |
|--|---|
| | a registered chartered accountant under the Accountant Act 1967 [Act 94] |
| | an advocate and solicitor admitted and enrolled under Legal Profession Act 1976 [Act 166] |
| | such other person as the Minister prescribed by <i>Gazette</i> under subparagraph 2G(1)(a)(iii) Insolvency Act 1967 |

If under such other person as the Minister prescribed, please state the prescribed category of such other person:

2. Date of admission : _____ /registration/enrolment
3. Date of expiry of membership (if any) : _____
4. Years of experience : _____

D. DECLARATION OF APPLICANT

1. On signing this application form, I declare that —

- (i) the particulars given in this form are true, accurate and complete to the best of my knowledge and belief, and I will provide any further information that the Director General of Insolvency may request;
- (ii) I am not an undischarged bankrupt;

- (iii) I do not assign my estate for the benefit of any of my creditor or is not under a voluntary arrangement with any of my creditors;
 - (iv) I have not been convicted in Malaysia or elsewhere of a criminal offence as would render to be unfit under Insolvency Act 1967, and in particular, but not limited to, an offence involving fraud or dishonesty; and
 - (v) I am not suffering from any mental disorder under the Mental Health Act 2001 [Act 615]
2. I am also aware of the punishment for a false declaration in respect of the above, I may be punish under any applicable law in Malaysia.

Date:.....

Signature of the applicant

FORM 3

(General title)

CONSENT OF NOMINEE (r. 7)

Whereas an application is being made by the abovenamed debtor for an interim order,
I.....identity card number.....hereby consent and
willing to act in relation to the voluntary arrangement.

Dated this.....day of....., 20.....

.....
Signature of nominee

FORM 4

(General title)

EX PARTE APPLICATION FOR INTERIM ORDER BY DEBTOR (r. 7)

I....., identity card number..... desire to make application to the court for an interim order pursuant to subsection 2C(2)(b) Insolvency Act 1967.

The grounds of the application are set out in my affidavit dated the.....day of.....20.....

Dated.....the day of.....20.....

.....
Signature of debtor

FORM 5

(General title)

AFFIDAVIT IN SUPPORT OF APPLICATION FOR INTERIM ORDER (r. 7)

I.....of.....affirm and say:

1. That to my knowledge, information and belief, I am aware that the following execution or legal process has been commenced towards me. The particulars of such execution or legal process are stated as follows:

(a)

.....

(b)

.....

(c)

.....

2. That I have not filed an application for an interim order during the period of twelve months immediately preceding from the date of this application for an interim order.

3. That Form 3, a list of all my creditors and the estimated amount owed is hereby produced and marked as exhibit “.....” and “.....” and annexed hereto.

Sworn (or affirmed) on the

..... day of, 20.....

at.....

(Through the interpretation of) }
.....

Before me,

.....
Commissioner for Oath

FORM 6

(General title)

INTERIM ORDER (r. 8)

On the application of (name of debtor), identity card number....., and on reading of his affidavit dated.....,

It is ordered that this order shall be valid for a period of ninety days from the date of its making and ceased to have effect on..... or in pursuance of subsection 2K(2) of this Insolvency Act 1967 [Act 360], at the end of thirty days from the date the report of the decision of the meeting was sealed by the court under section 2J of this Act.

And it is ordered that no bankruptcy petition may be made or proceeded with against the debtor and no other proceedings, execution or other legal process may be commenced or continued against the debtor without the leave of the court.

Dated.....the day of.....20.....

(Seal of court)

.....
Registrar

FORM 7

(General title)

STATEMENT OF AFFAIRS (r. 9)

You are required to fill up, carefully and accurately, this form showing the state of your affairs on the day on which the Interim Order made against you on theday of , 20..... This form when filled up will constitute your statement of affairs, when complete this statement must be verified on the day declared.

PART A : ASSETS**1. Land/House**

| Particular | Land/house 1 | Land/house 2 |
|---|--------------|--------------|
| Full address | | |
| Secured/unsecured | | |
| Name of Joint the owner (if any) | | |
| Name of resident and relationship (if land/home occupied by other person) | | |

* If more, please attach separate sheet

2. Vehicle (Not subjected to Hire Purchase Agreement)

| Particulars | Registration number | Type | Used by other person (yes/no) | If yes, name of user and address |
|-------------|---------------------|------|-------------------------------|----------------------------------|
| Vehicle 1 | | | | |
| Vehicle 2 | | | | |

* If more, please attach separate sheet

3. Other Assets

| Tick ✓ | Details | Estimate (RM) |
|--------|---|---------------|
| | Cash in hand | |
| | Balance in Bank | |
| | Machinery, fixtures, fittings, utensils, etc. | |
| | Farming stock, crops | |
| | Household furniture | |
| | Intellectual Property (Copyrights, patent, industrial design) | |
| | Jewellery/antiques | |
| | Others. Please specify | |

** If more, please attach separate sheet*

4. Stock in trade

Full particulars of every description of property in possession and in reversion not included in any other list are to be set forth in this list.

| Full statement and nature of property | Estimated cost (RM) | | Estimated to produce (RM) | |
|--|---------------------|--|---------------------------|--|
| Stock in trade in Malaysia | | | | |
| Stock in trade elsewhere | | | | |
| Stock in trade of goods in transit from or to Malaysia, notice of the arrival of which had been received | | | | |

** If more, please attach separate sheet*

5. Bills of exchange

| No. | Name of acceptor of bill or note | Address, etc. | Amount of bill or note | Date when due | Estimated to produce | Particulars of any property held as security for payment of bill or note |
|-----|----------------------------------|---------------|------------------------|---------------|----------------------|--|
| | | | | | | |
| | | | | | | |

* If more, please attach separate sheet

6. Share

| No. | Name of the company | Amount held | Current value of the share |
|-----|---------------------|-------------|----------------------------|
| | | | |
| | | | |

* If more, please attach separate sheet

7. Investment

| No. | Name of investment | Name of investment institution | Acquired by cash or loan | Account or policy number |
|-----|--------------------|--------------------------------|--------------------------|--------------------------|
| | | | | |
| | | | | |

* If more, please attach separate sheet

8. Insurance policy

| No. | Type of insurance (For instance life, health or others) | Name of insurance company | Estimated saving (RM) | Payment per month (RM) |
|-----|--|---------------------------|-----------------------|------------------------|
| | | | | |
| | | | | |

* If more, please attach separate sheet

9. Book Debts

(an amount debited to a named account in a ledger/ a debt owing to a tradesperson as recorded in his or her account books)

| No. | Name of Debtor | Residence and Occupation | Amount of Debt | | | Folio of Ledger or their book where particulars to be found | When Contracted | | Estimated to produce | Particulars any securities held for debt |
|-----|----------------|--------------------------|----------------|----------|-----|---|-----------------|------|----------------------|--|
| | | | Good | Doubtful | Bad | | Month | Year | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

* If more, please attach separate sheet

PART B: DEBTS

1. Debts (Wholly or partly)

A secured debt is a loan charged on a property wholly or partly (for example house, land, etc.) for the loan. Failure to pay the debt, the property will be auctioned by the bank.

| No. | Name of creditor | Address of creditor | Occupation of creditor (if individual) | Property charged | Amount of debt (RM) | Date when given |
|-----|------------------|---------------------|--|------------------|---------------------|-----------------|
| | | | | | | |
| | | | | | | |

* If more, please attach separate sheet

2. Unsecured Debts

An unsecured debt is a loan given without any charge.

| No | Name of creditor | Address of creditor | Occupation of creditor (if individual) | Amount of debt (RM) | Date when given |
|----|------------------|---------------------|--|---------------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

** If more, please attach separate sheet*

3. Preferential creditors for rent, rates, taxes and wages

Preferential creditors are creditors who will have priority in the distribution of dividend over other creditors (including income tax payable, real estate tax, arrears of employee's salary and EPF contribution payable).

| No | Creditor's name | Period during which claim accrued due | Nature of Claim | Creditor's occupation (if individual) | Creditor's address | Difference ranking for dividend | Amount payable in full (RM) | Amount of claim (RM) | Date when due |
|----|-----------------|---------------------------------------|-----------------|---------------------------------------|--------------------|---------------------------------|-----------------------------|----------------------|---------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

** If more, please attach separate sheet*

PART C: LIABILITY

1. Liability

Any payment that needs to be paid due to any obligation.

| No. | Name of creditors or claimant | Address and occupation | Amount of liability or claim | Date when liability incurred | Nature of liability |
|-----|-------------------------------|------------------------|------------------------------|------------------------------|---------------------|
| | | | | | |
| | | | | | |

** If more, please attach separate sheet*

2. Liability under Hire-Purchase Act 1967 [Act 212]

| No. | Name of creditors or claimant | Address and occupation | Amount of liability or claim | Date when liability incurred | Nature of liability |
|-----|-------------------------------|------------------------|------------------------------|------------------------------|---------------------|
| | | | | | |
| | | | | | |

* If more, please attach separate sheet

3. Liabilities of debtor on bill other than his own acceptances (for debtor who is doing business)

| No. | Name of creditors or claimant | Address and occupation | Whether liable as drawer or indorser | Date when due | Amount | Date when liability incurred |
|-----|-------------------------------|------------------------|--------------------------------------|---------------|--------|------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

* If more, please attach separate sheet

PART D: DEFICIENCY ACCOUNT (for debtor who is doing business)

| | |
|---|----|
| | RM |
| Excess of assets over liabilities on the (a) day of 20..... if any. | |
| Net profit arising from carrying on business from the (a)..... day of 20....., to date of interim order, after deducting usual trade expenses (if any). | |
| Income from other sources since the (a)..... day of 20..... . | |

| | |
|---|-----|
| Deficiency as per statement of affairs: | |
| | (b) |
| Excess of liabilities over assets on the (a) day of..... 20 (if any). | |
| Net loss arising from carrying on business from the (a) day of 20, to date of interim order after deducting from profits the usual trade expenses (if any). | |
| Bad debts (if any) as per schedule (c). | |
| Expenses incurred since the (a) day of 20, other than usual trade expenses, viz, household expenses of self and (d)..... (e) | |
| Surplus as per statement of affairs (if any): | |
| | (b) |

-
- (a) 12 months before date of interim order or such other time as the nominee may fix.
 - (b) These figures should agree.
 - (c) This schedule must show when debts were contracted.
 - (d) Add wife and children (if any) stating number of latter.
 - (e) Here add any other expenses or losses.

DECLARATION

I identity card number declare and affirm that the particulars set out in this statement are a full, true and complete statement of my affairs.

Sworn (or affirmed)
on the day of, 20.....
at.....



Before me

.....
Commissioner for Oath

FORM 8

(General title)

PROOF OF DEBT (r. 10)

(a)

I (b) aged residing at affirm and say:

(c) That I am in the employ of the under-mentioned creditor, and that I am authorized by to make this affidavit, and that it is within my own knowledge that the debt hereinafter deponed to was incurred, and for the consideration stated, and that such debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

(d) That I am authorized, under the seal of the company hereinafter named, to make the proof of debt on its behalf.

1. That the said..... was, at the date of the interim order, as follows the..... day of 20....., and still is justly and truly indebted to (e) in the sum of..... for (f) as shown by the account endorsed hereto, or by the following account, as follows:

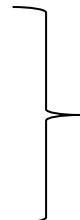
for which sum or any part of the sum I say that I do not have (g) or any person by (h) order to my knowledge or belief for (h) use had or received any manner of satisfaction or security whatsoever, save and except the following (i)

| Date | Drawer | Acceptor | Amount | | Due date |
|------|--------|----------|--------|--|----------|
| | | | | | |

For secured creditor, please state the particulars of your security, the date when it was given and the value at which you assess it.



Sworn (or affirmed)
on the day of, 20.....
at.....



.....
(g) Deponent's signature

Before me

.....
Commissioner for Oath

The proof cannot be admitted for voting at the meeting of creditors unless it is properly completed and submitted to the nominee before the time named in the notice convening such meeting.

Admitted to vote for RM..... this day of, 20.....

.....
Nominee

YOU SHOULD ATTEND CAREFULLY TO THESE DIRECTIONS

- (a) Here insert the name and identity card number of debtor, as given on the notice of meeting.
- (b) Fill in full name, identity card number, address, and occupation of deponent.
If proof made by creditor, strike out clauses (c) and (d).
If made by clerk, strike out (d)
If by agent of company, strike out (c).
- (e) Insert *me and to C,D,& E,F, my co-partners in trade* if any, or, if by clerk insert name, address, and description of principal.

NOTE THIS

- (f) State consideration (*please specify type of debt*)[as— Goods sold and delivered by me (and my said partner) to him (or them) at his (or their) request between the dates of (or monies advanced by me in respect of the under-mentioned bill of exchange) (or as the case may be)] See back.
- (g) My said partners or any of them or the abovenamed creditor (as the case may be).
- (h) My or our or their or his (as the case may be).
- (i) Here state the particulars of all securities held and where the securities are on the property of the debtor, assess the value of the same, and if any bills or other negotiable securities be held, specify them in the schedule.

*Please attach supporting documents.

PARTICULARS OF ACCOUNT REFERRED TO ON OTHER SIDE
(*Credit should be given for contra accounts*)

If space not sufficient let the particulars be annexed, but where the particulars are on a separate sheet of paper the same must be marked by the person before whom the affidavit is sworn.

| Date | Consideration | Amount | Remarks |
|------|---------------|--------|---------|
| | | | |
| | | | |
| | | | |

The vouchers (if any), by which the account can be substantiated, should be set out here.

FORM 9

(General title)

DEBTOR'S PROPOSAL (r. 11)

1. Name of debtor :
2. Home address :
3. Debtor's phone number & e-mail address :
4. Name of Nominee :
5. Address of Nominee :
6. Nominee's phone number & e-mail address :
7. Total amount of liabilities as per statement of affairs dated..... RM.....
8. Total amount of assets as per statement of affairs dated..... RM.....
9. Duration of voluntary arrangement proposed :

A. INTRODUCTION

I intend to propose a voluntary arrangement to all my creditors on the following grounds:

- (1)
-
- (2)
-
- (3)
-

B. LIST OF CREDITORS (If more, please attach separate sheet)

| No | Name and address of creditors | Amount of debt |
|----|-------------------------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

C. PROPOSALS

It is proposed that:

- (1)
-
- (2)
-
- (3)
-

D. DECLARATION BY DEBTOR

I,.....(name of the debtor), the abovementioned debtor hereby confirms that this document sets out my proposals to my creditors for a voluntary arrangement and that to my knowledge and belief all statements herein are true.

Dated.....the day of.....20.....

.....
Signature of the debtor

(The debtor shall initial each page)

E. DECLARATION BY NOMINEE

I,.....(name of the nominee) confirm that I have prepared this proposal for(name of the debtor), the abovementioned debtor in accordance with subsection 21(2) of the Insolvency Act 1967 [*Act 360*] and I have carefully explain the implications of each proposal to the debtor.

Dated.....the day of.....20.....

.....
Signature of the nominee

FORM 10

(General title)

NOTICE TO SUMMON MEETING OF CREDITORS (r. 12)

Take notice that an interim order has been made under subsection 2D(1) of the Insolvency Act 1967 [Act 360] by the High Court of Malaya/Sabah/Sarawak at..... on the day of.....20.....,

Take notice that a meeting of creditors under section 2I of the Act will be held aton the.....day of20....., at..... am/pm.

Take notice that pursuant to subsection 2K(1) of the Act, where a meeting of creditors is summoned under section 2I of the Act has approved the proposed voluntary arrangement (with or without modifications), the approved voluntary arrangement shall take effect as if it was made by the debtor at the meeting and shall bind every person who had notice of and was entitled to vote at the meeting, whether or not he was present or represented at the meeting, as if he were a party to the arrangement.

Dated.....the day of.....20.....

.....
Signature of nominee

FORM 11

(General title)

PROXY (r. 12)

I, (creditor), hereby appoint the..... to
be my proxy in the meeting of creditors in the above matter.

Dated this..... day of....., 20.....

.....
Signature

FORM 12

(General title)

REPORT OF THE NOMINEE (r. 18)

The nominee for the above debtor hereby reports:

That the debtor's proposal for voluntary arrangement has been tabled in a meeting of creditors which was held aton the.....day of20....., at..... am/pm.

The debtor's proposal as follows:

(Set out the terms of the proposal fully)

.....
.....
.....

That the creditors who were present or represented in the meeting and their respective values are as follows:

| No | Names of the creditors present in person or by proxy (if the chairman is the proxy holder, please state) | Amount of claim (RM) |
|----|---|-------------------------|
| | | |
| | | |
| | | |

That each of the creditors and its respective value has voted for each of the resolution as follows:

| No | Names of the creditors present or represented | *Approved/Disapproved |
|----|---|-----------------------|
| | | |
| | | |
| | | |

* Delete whichever is inapplicable.

*That debtor's proposal has been *approved/disapproved.

*That the debtor's proposal has been approved with modifications are as follows:

(Set out the modifications fully)

.....
.....
.....

That the following resolution in the meeting of creditors as follows:

| No | Resolutions | Decision |
|----|-------------|----------|
| | | |
| | | |

Dated.....the day of.....20.....

.....

Chairman

(Seal of court)

.....

Registrar

FORM 13

(General title)

NOTICE TO REPLACE NOMINEE (r. 19)

To the Registrar;

Take notice that.....(name of replacing nominee), identity card number..... has been appointed to replace.....(name of former nominee), identity card number.....to act as the nominee of the abovenamed debtor in his voluntary arrangement.

The address for service of the replacing nominee is

Dated the day of, 20.....

.....
(Name of replacing nominee and signature)

To;

Former nominee (Name and address)
.....

Creditor (Name and address)

1.
2.
3.

FORM 14

(General title)

EX PARTE APPLICATION BY NOMINEE FOR COURT'S DIRECTION (r. 20)

I desire to make application to the Court for direction (here state the particular matter).

Made 3 October 2017
[MdI/156/008/AM/2/15; PN(PU2)180/III]

DATO' SRI AZALINA BINTI OTHMAN SAID
Minister at the Prime Minister's Department