

### PERSATUAN PENERBIT BUKU MALAYSIA

### MALAYSIAN BOOK PUBLISHERS ASSOCIATION

# 41<sup>st</sup> ANNUAL GENERAL MEETING

17 APRIL 2010 (SATURDAY) 10 AM - 2 PM

> MATAHARI 3, LEVEL 5, CITITEL MID VALLEY LINGKARAN SYED PUTRA KUALA LUMPUR

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### MALAYSIAN BOOK PUBLISHERS ASSOCIATION

### MEMBERSHIP LIST 2009/2010

No.	Compeny (Eme	Manha Re	(Keltig
1	Advantage Quest Sdn Bhd	200503	Mr Peter Khong
2	Al-Ameen Serve Holdings Sdn Bhd	200615	Haji Che Mazlan Haji Saad
3	Al-Hidayah Publication	200808	Hj Kamaluddin Bin Hj Ibrahim
4	Al-Hidayah Publishers	200209	Hj Kamaluddin bin Hj Ibrahim
5	Allwrite Sdn Bhd	200901	Mysahra Shawkat
6	Alpha World Publications Sdn Bhd	200417	Mr Ng Kok Leong
7	Andaman Publications Sdn Bhd	200725	Mr Vincent Tiew
8	Ar-Risalah Product Sdn Bhd	200809	Fazrul Hasan bin Haji Kamaluddin
9	Arah Pendidikan Sdn Bhd	200611	En. Nazali Khalid
10	Aras Mega (M) Sdn Bhd	200703	En. Abd. Rahman. B. Abd. Karem
	Arif Illustrations & Publications Sdn Bhd	200712	En Mohd Nor Razif Abd Wahab
12	Art Square Creation Sdn Bhd	200804	Mr Chris Yew Chen Han
13	Arus Intelek Sdn Bhd	199801	Puan Rashidan Hakkam
14	Asia Galaxy Sdn Bhd	200711	En Siatan Ahmad
	Associated Educational Dist. (M) S/B	198605	Mr Steven Lee
-	August Publishing Sdn Bhd	200713	Miss Siong Mee Fen
-	Awan Metro (M) Sdn Bhd	200507	En Abu Hanipah bin Rukini
18	Bakaprep Sdn Bhd	200606	En. Azmarul Sa'adi Azman
-	Beh-Er Publication Sdn Bhd	200404	Ms Jennifer Ng
20	Berita Publishing Sdn Bhd	198105	En Hashim Md Isa
	Berlian Publications Sdn Bhd	200303	En Noor Ali Bin Shahul Hameed
-	Blue-T Publication Sdn Bhd	200724	Haji Che Anuwar Ismail
	Bright Publications Sdn Bhd	200304	Mr David Mak
	Buku Prima Sdn Bhd	200802	Cik Sharah Ibrahim
25	Cemerlang Publications Sdn Bhd	200001	Mr Tan Lin Chai
	Cerdik Publications Sdn Bhd	198912	Pn Rozida bt Ismail
27	Cert Publications Sdn. Bhd.	200706	En. Ahmad Sodikin B. Kasimin
28	Children World (M) Sdn Bhd	200717	Mr Henry Chan
	City Megazone	200716	En Navutha Marican bin Habeeb Marican
-	Creative Enterprise Sdn Bhd	198801	En Taha Abdillah Hasrat
-	Crescent News (K.L) Sdn Bhd	200004	En Anwar Malik
32	Darul Tenggara (M) Sdn Bhd	200910	Jailani Abdul Rahman
33	Darulfikir Sdn Bhd	198711	Pn. Hjh. Rahmah Bt Ahmad
34	Dewan Bahasa dan Pustaka	198513	Pengarah Penerbitan
35	E-Media Publication Sdn Bhd	200708	En Ishak Hamzah
36	Early Learner Publications Sdn Bhd	200415	En Hariharan
	Edaran Kemajuan (M) Sdn Bhd	200206	En Farhah Abdullah
	Eddiplex Sdn Bhd	198816	Mr Steven Khoo
39	Edusystem Sdn Bhd	200723	Mohamad Sobri Jaafar
-	Eliteguh Industries Sdn Bhd	200204	Ms Sarah Hoe
41	Exact Publisher Sdn Bhd	200709	Mr Alvin Foo Fook Hing
42	Fajar Pakeer Sdn Bhd	200721	Haji Pakeer Mohamed
43	Fajar Ulung Sdn Bhd	200110	En Hisham El-zayyadi
44	Fargoes Books Sdn Bhd	200205	En Ershad Ahmad
45	Flo Enterprise Sdn Bhd	198901	Mr Fan Sin Quang
46	Future Ace Publishing Sdn. Bhd.	201003	Mr. Yeoh Seng Hooi
	be a second of the second of t	200409	Encik Ihsanullah Kamali s/o Kifayatullah Kamali

116	Company Name	Kenter Ke	Keine
48	Galeri Ilmu Sdn Bhd	200803	En Mohd Yusri bin Mohd Yusof
49	Gapura Cita Sdn Bhd	200408	En Mohd Halil Mohd Sebari
50	GB Gerakbudaya Enterprise Sdn Bhd	200903	Mr Chong Ton Sin
51	Gemilang Publishing Sdn Bhd	200307	Mr. Koh Yok Hwa
52	Global Mediastreet Sdn. Bhd.	201005	Mr. Wong Kooi Lung
53	Goal Intelligent Publishing Sdn Bhd	200610	En. Syed Salim bin Mohamed Yoosuff
54	Golden Books Centre Sdn Bhd	198210	Hj. Dr. Syed Ibrahim
55	Grolier (Malaysia) Sdn Bhd	198303	Mr C L Khong
56	Heng Hui Enterprise Sdn Bhd	200102	Mr Henry Leung Yih Shyng
57	Hup Lick Publishing (M) Sdn Bhd	198807	Mr. Lee Nai Khang
58	Hypersurf Corporation Sdn Bhd	200203	Ms Esther Hoe
59	IBS Buku Sdn Bhd	198209	En M.T Balan
60	Impiana Publications & Dist. Sdn Bhd	200605	Mr Desmond T.H Chee
61	Info-Didik Sdn Bhd	200306	Mr William Tong
62	Integrated Commerce Sdn Bhd	200410	En Kamaruzaman bin Asri
63	International Law Book Services	198507	Hj. Dr Syed Ibrahim
64	Jade Green Publications Sdn Bhd	200106	Mr Stan Lai
65	Jemari Seni Publishing	200722	Pn Noor Suraya Bt Adnan Sallehudin
66	Junior Pages Publication	200502	Mr Benny Yeo
67	K' Publishing Sdn Bhd	200301	Pn Reeza Abd Rahman
68	Karisma Publications Sdn Bhd	200108	Mr Peter Paul
69	Karnadya Solution Sdn Bhd	200719	En Faiz Al Shahab
70	Kechara Media & Publications Sdn Bhd	200807	Mr Joseph Chan
71	Kelab Pengucapan Awam Malaysia	200414	Mr Yu Wei Nee
72	Kemilau Publika Sdn Bhd	200908	En. Masri Abu Soed
73	Kenanga Permai Sdn Bhd	200308	En Hibsurrahman
74	Kiddibird Sdn Bhd	199602	En Abdul Aziz Abdul Kadir
75	Kohwai & Young Publications (M) S/B	199402	Mr Young Poh Loon
76	Kompas Publishing Sdn Bhd	198301	Mr Khoo Hock See
77	Kualiti Books Sdn Bhd	200207	Mr Yeo Chin Hean
78	Kumpulan Karangkraf Sdn Bhd	200614	Puan Firdaus Dato' Hussamuddin
79	Kuo Liang Sdn Bhd	199007	Mr Liu Chun Teak
80	Mahir Holdings Sdn Bhd	200801	Zainora Binti Muhamad
81	Makmur Educational Supplies Sdn Bhd	200107	Mr Guan Swee Leong
82	Malaya Books Suppliers Co. Sdn Bhd	197310	Mr Tan Ah Chye
83	Malaya Publishing & Printing Co. S/B	200412	Mr Yeong Choon Hong
84	Malaysian Book Centre	198405	Mr Y. Sahadevan
85	Marshall Cavendish (M) Sdn Bhd	196905	Mr Vincent Gow
86	Maya Press Sdn Bhd	200411	Mr Kevin Wan
87	McGraw-Hill (M) Sdn Bhd	200310	Mr Philip Tey
88	MDC Publishers Printers Sdn Bhd	199703	Ahmad bin Hussein
89	Media Dreams Sdn Bhd	200604	En Anwar Malik B. Peer Mohamed
90	MEP Education Consult Sdn. Bhd.	200704	Hj Sahari Jantan
91	Mika Cemerlang Sdn Bhd	200607	Mr Marvin Ooi Peng Lam
92	Mind To Mind (M) Sdn Bhd	200111	Mr G. Seathuramen
93	Minerva Publication (NS) Sdn. Bhd.	201004	Thajudeen Sujaudeen
	MPH Group Publishing Sdn Bhd	200613	Dato' Ng Tieh Chuan
95	Multi-Educational Book Enterprise	200402	Mr P.R. Mohan
96	Must Read Sdn Bhd	200904	Abdul Kahar Abdul Halim
97	Nan Yang Publishers	199005	Mr Liu Chun Yee

16	Company (Lame	Hamber No	i Kaine
	Navision (M) Sdn Bhd	200710	Mr Tay Seok Lee
99	NB Kara Sdn Bhd	200806	Mr Seyit Kasra
100	Nur-Ilmu Sdn. Bhd.	200707	Mr. Andy Ley
101	Odonata Publishing Sdn Bhd	200302	Mr Loh Chong Yong
102	Oxford Fajar Sdn Bhd	197004	Mr Loke Fook Yoon
103	Pan Asia Publications Sdn. Bhd.	200911	Mr Chia Hai Chen
104	Pan Malayan Publishing Co. Sdn Bhd	197302	Dr. Tan Tat Chin
105	Pearson Malaysia Sdn Bhd	196901	Mr Lau Pak Sing
106	Pekan Ilmu Publications Sdn Bhd	200718	En Abdul Halim Pekan
107	Pelanduk Publications (M) Sdn Bhd	198407	Mr Jackson Tan
108	Penerbit Ilmu Bakti Sdn Bhd	200909	Mr. Francis Lee
109	Penerbit Mega Setia Emas Sdn Bhd	200103	Mr Andy Ley
110	Penerbit Pinang Sdn Bhd	200104	Fabian Looi
111	Penerbit Prisma Sdn Bhd	198702	Mr Wong Peng Khuen
112	Penerbit Universiti Kebangsaan Malaysia	198302	Prof Dato Dr Abdul Razak Salleh
113	Penerbit Universiti Malaya	196906	Tuan Haji Abdul Manaf bin Saad
114	Penerbit Universiti Putra Malaysia	199802	Puan Kamariah Mohd. Saidin
115	Penerbit Universiti Teknologi Malaysia	199101	Prof Dr Hishamuddin Jamaluddin
116	Penerbit Wawasan Didik	200306	Mr Yee It Long
117	Penerbitan Bangi Sdn Bhd	200401	Mr Tan Chee Chong
118	Penerbitan Budiman Sdn Bhd	200202	Mr Lim Thean Seng
119	Penerbitan Fargoes Sdn Bhd	198908	En Mohamed Haneefan
120	Penerbitan Jaya Bakti Sdn Bhd	198706	Mr Wickrama Suriya
121	Penerbitan Minda Ikhwan	200616	En. Norzihan Bin Ghodzali
122	Penerbitan Multimedia Sdn. Bhd.	200913	Mok Sheau Bin
123	Penerbitan Nadi Ilmu Sdn Bhd	200109	Mr Sakri Ahmad
124	Penerbitan PCT Sdn Bhd	200105	Mr Gan Kok Seng
125	Penerbitan Pelangi Sdn Bhd	198201	Mr James Chang
126	Penerbitan Seri Kota	199201	Mr Tan Poh Kheng @ Mohd Amin
127	Penerbitan Seribu Dinar	200407	En Ali Akhbar bin Abdul Kadir
128	PEP Publications Sdn. Bhd.	200912	Mr. Isaac Cheng
129	Perniagaan Jahabersa	200405	En Jahabar Sathik
130	Persatuan Bagi Orang Buta Malaysia	200701	Puan Maswirda bt Morad
131	Produksi Nur-Johan Sdn Bhd	200715	Pn Rohaida Md Radzi
132	PTS Publications & Distributors Sdn Bhd	200309	En Arief Hakim Sani B. Rahmat
133	Pustaka Antara Sdn Bhd	197003	Haji Mohd Yusuf bin Ibrahim
134	Pustaka Pepada Jaya Sdn Bhd	200509	En. Mohd Shafie Bin Tarison
135	Pustaka Seri Cahaya	200612	Mr. Lee Kim Kee
136	Pustaka Sistem Pelajaran Sdn Bhd	197603	Mr T. Thirughana
137	Pustaka Syuhada	200727	Haji Hamzah Hj Osman
138	Pustaka Yakin Pelajar Sdn Bhd	198207	Mr T. Thirughana
139	Pustaka Yamien Sdn Bhd	200726	Rosiyah Abdul Latif
140	Readnetwork	200906	Wan Mohd Zukri Che Mat Zin
141	Rhythm Publishing Co. Sdn Bhd	200005	Mr Faisal Mohd Salleh
142	S. Abdul Majeed & Co.	198814	En Peer Mohamed
143	S.E. Supplies (M) Sdn Bhd	200006	Mr LS Lau
	Saba Islamic Media Sdn Bhd	200714	Pn Sabariah Abdullah
145	Sama Publications & Distributors S/B	198102	Mr Peter Cheng
146	Sasbadi Sdn Bhd	198606	Mr Law King Hui
147	Sasmurni Bakti Sdn Bhd	200805	Mr Lee Nai Chuang

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148	Scholar's Publications Sdn Bhd	200905	Mr Rasul Mohd Bin Kader Maidin
149	Shakespot Sdn Bhd	200907	Sheikh Faisal Sheikh Mansor
150	Syarikat Cultural Supplies Sdn Bhd	197301	Mr Kow Ching Chuan
151	Synergymate Sdn Bhd	200506	En. Nirza Farhan b. Abdul Rahman
152	The Malaya Press Sdn Bhd	197203	Mr Kow Ching Chuan
153	Tropical Press Sdn Bhd	198602	Mr Winston Ee Soon Kee
154	True Wealth Sdn Bhd	200720	Ms Nirmitha Govindaraju
155	Tunas Pelangi Sdn Bhd	200003	Mr James Chang
156	UMA Publications	200609	Mr Wilfred Suresh Cumar
157	Unik Didik Sdn Bhd	200603	Mr Ng Wei Siong
158	United Publishing House (M) Sdn Bhd	199008	Mr Wong Chee Kheong
159	UPA Press Sdn Bhd	200601	Mr William Cheng Kam Seng
160	Utusan Publications & Distributors S/B	199702	Cik Fatima Marikah Abd Latif
161	VanakkamMalaysia Dotcom Sdn. Bhd.	201001	Thiaga Rajan Muthusamy
162	Venton Publishing (M) Sdn Bhd	200113	En Jahubar Ali
163	Wise Words Publishing Sdn. Bhd.	201002	Ahmad Nazrin Bin Abu Bakar
164	Yayasan Dakwah Islamiah Malaysia	200702	Pn. Zalilah Bahari
165	Yayasan Ilmuwan	200902	Sh Mohd Saifuddeen Sh Mohd Salleh
166	YM Haruman Jiwa Sdn Bhd	200403	Mr Liu Hann Wen

39, Jalan Nilam 1/2, Subang Square, Subang Hi-Tech Industrial Park, Batu Tiga, 40000 Shah Alam, Selangor Darul Ehsan.
Tel: 03-5637 9250 Fax: 03-5637 9255 E-mail: info@mabopa.com.my Website: www.mabopa.com.my

# 41st Annual General Meeting

### **Preliminary Notice**

Notice is hereby given that the Annual General Meeting will be held on Saturday, 17 April 2010 at 10 a.m at Matahari 3, Level 5, Cititel Hotel, Mid Valley, Lingkaran Syed Putra, Kuala Lumpur. A final notice will be sent to you with the AGM Agenda and the Annual Report.

Members may propose motions for discussion and motions for amendment of the Rules and Constitution. All motions must be made in writing and must be sent to reach the Honorary Secretary not later than 2 April 2010.

Please be reminded that member's participation at AGM is subjected to compliance with Rule 4.3 of the constitution which states that:

Any member who fails to pay his annual subscription by 1st March or the date of the Annual General Meeting, whichever is the earlier, shall not be allowed to attend General Meetings, vote, stand for election, submit nominations for Office-bearers, move motions for discussions and other privileges of membership.

Honorary Secretary 11 March 2010 39, Jalan Nilam 1/2, Subang Square, Subang Hi-Tech Industrial Park, Batu Tiga, 40000 Shah Alam, Selangor Darul Ehsan.
Tel: 03-5637 9250 Fax: 03-5637 9255 E-mail: info@mabopa.com.my Website: www.mabopa.com.my

### 41ST ANNUAL GENERAL MEETING

### NOTICE OF MEETING

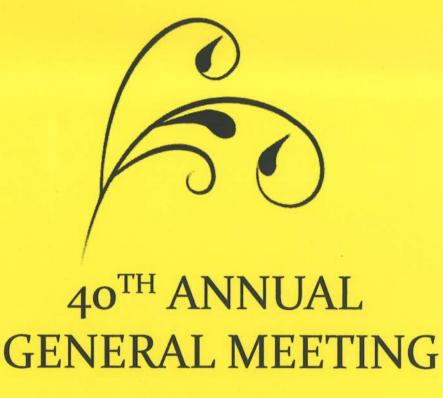
The 41st Annual General Meeting will be held on:

Saturday, 17 April 2010, 10am Matahari 3, Level 5, Cititel Hotel Mid Valley, Lingkaran Syed Putra, Kuala Lumpur.

### Agenda:

- 1. President's Address
- 2. Confirmation of the 40th Annual General Meeting Minutes
- 3. Matters Arising
- 4. Executive Committee Report
- 5. Acceptance of the 2009 Audited Account for Year Ending 31st December 2009
- 6. MABOPA premises
- 7. Motions for Adoption
- 8. Appointment of Internal Auditor For Year 2010
- 9. Appointment of External Auditors For Year 2010
- 10. Any Other Business

Honorary Secretary 2 April 2010



### MALAYSIA BOOK PUBLISHERS ASSOCIATION 40th Annual General Meeting 28 April 2009, Tiara Rini Ballroom, The Royale Bintang Damansara, Petaling Jaya

### Attendance List

	Company Name	Official Representative	Status
1	Al-Ameen Serve Holdings Sdn Bhd	Haji Che Mazlan Haji Saad	Official
2	Al-Hidayah Publications	Hj Kamaluddin Bin Hj Ibrahim	Official
3	Al-Hidayah Publishers	Hj Kamaluddin bin Hj Ibrahim	Official
4	Allwrite Sdn Bhd	Mysahra Shawkat	Official
5	Andaman Publications Sdn Bhd	Ms Dareen Teo	Proxy
6	Ar-Risalah Product Sdn Bhd	Mr Shaiful Hezan bin Kamaluddin	Proxy
7	Arah Pendidikan Sdn Bhd	En. Nazali Khalid	Official
8	Aras Mega (M) Sdn Bhd	Ahmad Fadzillah b. Muhamad	Proxy
9	Arus Intelek Sdn Bhd	Puan Rashidan Hakkam	Official
10	Asia Galaxy Sdn Bhd	En Siatan Ahmad	Official
11	Associated Educational Dist. (M) Sdn Bhd	Rosli bin Chadam	Proxy
12	Awan Metro (M) Sdn Bhd	En Mohamad Zawawi b. Baharon	Proxy
13	Beh-Er Publication Sdn Bhd	Ms Jennifer Ng	Official
14	Berita Publishing Sdn Bhd	En Hashim Md Isa	Official
15	Bright Publications Sdn Bhd	Mr David Mak	Official
16	Buku Prima Sdn Bhd	Cik Sharah Ibrahim	Official
17	Cemerlang Publications Sdn Bhd	Mr Tan Lin Chai	Official
18	Cerdik Publications Sdn Bhd	Pn Rozida bt Ismail	Official
19	Cert Publications Sdn. Bhd.	En. Ahmad Sodikin B. Kasimin	Official
20	Dewan Bahasa dan Pustaka	Pengarah Penerbitan	Official
21	E-Media Publication Sdn Bhd	Siti Norhadar bt Taharuddin	Proxy
22	Early Learner Publications Sdn Bhd	En Hariharan	Official
23	Edaran Kemajuan (M) Sdn Bhd	Eh Farhah Abdullah	Official
24	Eddiplex Sdn Bhd	Mr Steven Khoo	Official
25	Fajar Pakeer Sdn Bhd	Haji Pakeer Mohamed	Official
26	Fargoes Books Sdn Bhd	En Ershad Ahmad	Official
27	Flo Enterprise Sdn Bhd	Mr Fan Sin Quang	Official
28	GB Gerakbudaya Enterprise Sdn Bhd	Mr Chong Ton Sin	Official
29	Golden Books Centre Sdn Bhd	Hj. Dr. Syed Ibrahim	Official
30	Heng Hui Enterprise Sdn Bhd	Mr Henry Leung Yih Shyng	Official
31	Hup Lick Publishing (M) Sdn Bhd	Mr. Lee Nai Khang	Official
32	IBS Buku Sdn Bhd	En M.T Balan	Official
33	Impiana Publications & Dist. Sdn Bhd	Mr Desmond T.H Chee	Official
34	Info-Didik Sdn Bhd	Mr William Tong	Official
35	International Law Book Services	Hj. Dr Syed Ibrahim	Official
36	Junior Pages Publication	Mr Benny Yeo	Official
37		Pn Reeza Abd Rahman	Official
38		Mr Peter Paul	Official
39	Kenanga Permai Sdn Bhd	En Hibsurrahman	Official
40	Kohwai & Young Publications (M) Sdn Bhd	Mr Young Poh Loon	Official

	Company Name	Official Representative	Status
41	Kompas Publishing Sdn Bhd	Mr David Tan Khay Eng	Proxy
42	Kualiti Books Sdn Bhd	Mr Yeo Chin Hean	Official
43	Kumpulan Karangkraf Sdn Bhd	Puan Firdaus Dato' Hussamuddin	Official
44	Kuo Liang Sdn Bhd	Mr Liu Chun Teak	Official
45	Mahir Holdings Sdn Bhd	Zainora Binti Muhamad	Official
46	Makmur Educational Supplies Sdn Bhd	Mr Guan Swee Leong	Official
47	Malaya Publishing & Printing Co. Sdn Bhd	Mr Yeong Choon Hong	Official
48	Malaysian Book Centre	Mr Y. Sahadevan	Official
49	Marshall Cavendish (M) Sdn Bhd	Mr Vincent Gow	Official
50	Maya Press Sdn Bhd	Mr Kevin Wan	Official
51	MDC Publishers Printers Sdn Bhd	Ahmad bin Hussein	Official
52	MEP Education Consult Sdn. Bhd.	Hj Sahari Jantan	Official
53	Mika Cemerlang Sdn Bhd	Mr Marvin Ooi Peng Lam	Official
54	MPH Group Publishing Sdn Bhd	Mr Swaminathan	Proxy
55	Nan Yang Publishers	Mr Liu Chun Yee	Official
56	Navision (M) Sdn Bhd	Mr Tay Seok Lee	Official
57	Nur-Ilmu Sdn. Bhd.	Mr. Andy Ley	Official
58	Pearson Malaysia Sdn Bhd	Mr Lau Pak Sing	Official
59	Pelanduk Publications (M) Sdn Bhd	Mr AK SiVa	Proxy
60	Penerbit Mega Setia Emas	Ms Rachel Sia	Proxy
61	Penerbit Pan Earth Sdn Bhd	Mr Richard Lim	Official
62	Penerbit Universiti Malaya	Tuan Haji Abdul Manaf bin Saad	Official
63	Penerbitan Bangi Sdn Bhd	Mr Tan Chee Chong	Official
64	Penerbitan Budiman Sdn Bhd	Mr Lim Thean Seng	Official
65	Penerbitan Fargoes Sdn Bhd	Mr Ershad Ahmad	Proxy
66	Penerbitan Jaya Bakti Sdn Bhd	Mr Wickrama Suriya	Official
67	Penerbitan Nadi Ilmu Sdn Bhd	Mr Sakri Ahmad	Official
68	Penerbitan Pelangi Sdn Bhd	Mr James Chang	Official
69	Penerbitan Seribu Dinar	En Ali Akhbar bin Abdul Kadir	Official
70	Perniagaan Jahabersa	En Jahabar Sathik	Official
71	PTS Publications & Distributors Sdn Bhd	En Arief Hakim Sani B. Rahmat	Official
72	Pustaka Pepada Jaya Sdn Bhd	En. Mohd Shafie Bin Tarison	Official
73	Pustaka Seri Cahaya	Mr. Lee Kim Kee	Official
74	Pustaka Syuhada	Haji Hamzah Hj Osman	Official
75	Pustaka Yamien Sdn Bhd	Rosiyah Abdul Latif	Official
76	Saba Islamic Media Sdn Bhd	Pn Sabariah Abdullah	Official
77	Sasbadi Sdn Bhd	Mr Law King Hui	Official
78	Syarikat Cultural Supplies Sdn Bhd	Mr Kow Ching Chuan	Official
79	Synergymate Sdn Bhd	Mr Mohd Faizal bin Mohd Razali	Proxy
80	The Malaya Press Sdn Bhd	Mr Kow Ching Chuan	Official
81	Tunas Pelangi Sdn Bhd	Suzana bt Amir Husin	Proxy
82	UMA Publications	Mr Y. Sahadevan	Proxy
83	UPA Press Sdn Bhd	Mr William Cheng Kam Seng	Official
84	Utusan Publications & Distributors Sdn Bhd	Cik Fatima Marikah Abd Latif	Official
85	Y.G.M.B. Haruman Jiwa Sdn Bhd	Mr Liu Hann Wen	Official
	Yayasan Ilmuwan	Ms Norhanizah bt Ismail	Proxy

# Minutes of the 40th Annual General Meeting held on 28th April 2009 at Tiara Rini Ballroom, The Royale Bintang Damansara, Petaling Jaya, Selangor

Attendance: Refer to attached attendance list

### 1.0 Housekeeping

Secretary informed the meeting that at 10.10AM, 67 valid members have registered and thus constitutes a quorum for the meeting to proceed with its business.

### 2.0 President's Address

Selamat pagi dan salam sejahtera.

Yg. Bhg. Dato' Ivan Hoe, Colleagues of the Executive Committee, Ladies and Gentlemen.

Before I go further, please join me in congratulating our distinguished member, Dato' Ivan Hoe of Penerbitan Nadi Ilmu Sdn Bhd for the conferment of Datukship by the DYMM Sultan Pahang recently. In fact, another member who is not present here this morning, Dato' Robert Lee of Hypersurf Corporation Sdn Bhd, was also bestowed the Datukship by the DYMM Sultan Pahang. In my opinion, the conferment, besides being recognition for the contributions of Dato' Ivan Hoe and Dato' Robert Lee, is also testament to the contribution of the book fraternity.

Ladies and Gentlemen, I wish to extend a very warm welcome to each and every one of you to our 40th Annual General Meeting this morning. Being the 40th AGM, this AGM is more meaningful than others as 40 years is a significant milestone for an establishment. I am therefore very happy indeed, and thankful, to see so many members present here this morning. Ladies and Gentlemen, I wish to also suggest to the incoming Exco to plan a special celebration to commemorate our 40th Anniversary this year.

An association is only as strong as the support it receives from its members. I have always said that members' support is most crucial for without it, MABOPA will not be able to command the respect it receives presently from our peers and the government agencies. In a nutshell, our Association is strong and is growing very steadily, from 80 plus members in 2005 to 163 today. During the year, 12 new members had joined us and this indicates that MABOPA is well accepted by the players in the rapidly expanding book industry.

I am also happy to report that the Exco has been functioning very well over the past year and we have managed to achieve most of the goals we set, just like in the previous year. Ladies and Gentlemen, I don't intend to dwell too much on this in my speech but would leave it to the Executive Report briefing later on. Instead, I would like to take this opportunity to thank my very capable team, particularly the energetic Deputy President, and the highly efficient Hon. Secretary, who is always ready with his "gun" blazing, ready to shoot - "gun" being the mobile broadband modem, sending emails and posting the latest news to the mabopaonline newsgroup. Ladies and Gentlemen, mabopaonline has been a very effective forum and I sincerely hope to see more participation from our members.

During the year, members of the Exco have attended numerous industry related functions to make our presence felt. We have also organised a few events for the

benefits of our members. There were dialogue sessions with MATRADE and the KDN, a Seminar by the KDN, an EGM to deliberate the revised MABOPA Constitution, and most recently, we co-organised the KLIBF Copyright Trade Centre and were actively involved in the running of the KLIBF 2009, which has managed to draw 1.57 million visitors. I wish to congratulate the Chairman of the Organising Committee, Dato' Ivan Hoe for a splendid show. I was made to understand that most exhibitors have registered higher sales this year, even though the number of visitors has dropped.

In my personal observation, despite the economic downturn, the local publishing scene has been very vibrant during the year with more general titles published. I have also noticed the trend of increased spending on books by the public, especially on general titles. However, the educational publishers are being confronted by Government policies and have reported a drop in sales generally. Particularly, I wish to remind educational publishers to be mindful of the PPSMI policy and the impending implementation of a new curriculum and not be caught off-guard. To this end, the office bearers met the Pengarah BBT for a dialogue session and discussed a wide range of issues pertaining to the current development, among others the SPBT delivery period, the library books evaluation fees and availability of the evaluation reports.

I also wish to urge members whose business is affected by the current economic downturn and the Government policies to use this difficult time to build capacity and to develop new projects. One particular area which I wish to highlight is the IP market where MABOPA hopes to work with the relevant Government agencies to develop the export market for Malaysian IP. Apart from that, educational publishers should also consider plans to diversify their publication genres and work harder to establish new marketing channels.

Ladies and Gentlemen, I am happy to inform you that MBIC Sdn Bhd is now functioning and is expected to be profitable. Currently, the company is under the leadership of Dato' Ivan Hoe and will derive its income mainly from the KLIBF 2009.

On another front, the MABOPA President will be taking over the Presidency of the Asean Book Publishers Association for a two-year term in November 2009. This is a big honour for MABOPA but will incur additional costs to the association. The incoming MABOPA President must carry out this responsibility and to foster closer working relationship, is expected to show up at all the regional meetings and book fairs. He will also be expected to improve regional collaborations and initiate efforts to implement regional projects such as the publishing of an ABPA Catalogue and organising Regional Conference and staging Publishing Workshops. He should also encourage IP trading among member countries.

Meanwhile, I wish to take this opportunity to encourage our members to participate in the on-going 2009 ABPA Book Award. The three categories for the award are Academic Books, Children's Books and General Books.

Back to the local front, I wish to bring to members' attention that an official letter has been sent to the Director General of the National Library with regards to the selection of books for the Perpustakaan Desa. So far, we have yet to receive a reply from the Director General.

Ladies and Gentlemen, before I stand down, I wish to urge all members present today to carefully exercise your voting rights to elect a capable and committed team to keep the

momentum going. Besides handling the many challenges ahead, the incoming Exco is also expected to accomplish the acquisition of our premises. It is also my hope that the incoming Exco will be able to take MABOPA to greater heights despite the current economic situation.

Last but not least, I wish to once again thank my colleagues in the current Exco for their undivided support. My friends, it has been a great pleasure to serve with all of you. I must also thank all the members for your participation and support and I wish to apologise sincerely if we have failed you in some ways or did not quite live up to your expectation.

Ladies and Gentlemen, I thank you for your kind attention.

# 3.0 Confirmation of the 39th Annual General Meeting Minutes The following amendments were made to the minutes;

Page 14, point 6 b) To buy at less than desirable location will be dangerous ...' changed to '... will be impractical ...'

Page 14, point 6 c) 'Bahagian Teknologi Pendidikan' changed to 'Bahagian Buku Teks'. Page 16, point 9, all reference to 'RM10,000 ordinary shares' changed to '10,000 ordinary shares'.

Page 16, point 9, 'President explained that if MBIC Sdn Bhd need to go beyond initial RM10,000, it must go back to the house' changed o 'President explained that if MABOPA need to go beyond the RM10,000 initial investment, MABOPA must go back to the house for approval'

Mr Peter Paul propose the minute for adoption, and seconded by Mr Young Poh Loon.

### 4.0 Matters Arising

### 4.1 ABPA Book Award 2009

President informed the members that year 2009 award will be presented at Jakarta, and submission deadline is September 2009. The award will be for general, children, and academic book category.

### 4.2 MABOPA Directory 2009

President announced the 2009 directory project and asked members to fully support this effort. The new directory will utilize KLIBF2009 format, which will be more comprehensive compared to the previous year directory.

### 5.0 Executive Summary Report

President presented the attached report from page 22 to 29 to the members.

a) Hj Syed Ibrahim, ILB inquired about the MBIC Sdn Bhd roles in running the book fair, and MBIC Sdn Bhd formal relationship with MBKM. President explained that for year 2009, the fair will be run under a new arrangement. MBIC Sdn Bhd will be running the fair. For the right to run the fair, MBIC Sdn Bhd will pay MBKM a sum of RM100,000 annually as franchise fee. However, this arrangement is not yet formalized by a written agreement. MBIC Sdn Bhd itself is still on learning curve in running the book fair, and must prove to all parties on its ability to run a successful fair. As an immediate benefit, MBIC Sdn Bhd will retain a bigger portion of profit from the book fair.

b) Mr Peter Paul, Karisma proposed that MBIC opt-in other association in the industry to prevent them from forming their own competing group or book fair.

### 6.0 Acceptance of the 2008 Audited Account for Year Ending 31st December 2008

Treasurer reported that the association recorded a big surpluses in financial year under review. This is due to RM40,000 contribution from the book fair profit, directory advertisement sale and annual subscription fee. Treasurer also note that the association recorded higher spending to support more activities.

- a) Dr Syed Ibrahim inquired about 'membership arrears', and 'Hotel & air ticket' item in the statement. Treasurer informed the meeting that the hard core cases in the arrears will be de-listed after sending them final reminder letter. Hotel & air ticket expense is to support representative from MABOPA attending ABPA & APPA meeting. The association however only offer partial support for those Exco attending the meetings, with majority of the Exco paying on their own. President added that the association officially support 4 international book fair per year.
- b) Mr Tajuddin, MBC asked treasurer to give breakdown for AGM expenses because the figure is big. Treasurer explained that AGM expenses major components are door gift, venue rental and food expenses.
- c) Dato Ivan Hoe inquired about the amount of the building fund that is not increasing from last year. Treasurer explained that interest income from building fund is accrued under the current account, and such is the long accounting practice of the association.

Tn Hj Kamaluddin explained that he encounter difficulties to get suitable building because the fund is insufficient to buy a good shop house. President also explained that despite mandate from the house for Exco to purchase suitable building, he would rather take a conservative approach to this issue. Mr Tajuddin further proposed that MABOPA to cooperate with other associations in MBIC to buy the building.

Dato Ivan Hoe proposed for the adoption of the account, and seconded by Dr Syed Ibrahim.

### 7.0 Motion for Adoption

### 7.1 Adoption of Proposed Revised Constitution of MABOPA (Draft 2)

To consider and if thought fit, to pass the following resolution as a special resolution:

That the Constitution of the Association in the form as set out in Appendix 1 be approved and adopted as the Constitution of the Association in substitution for and to the exclusion of all existing provisions in the Constitution.

Futher that the Honorary Secretary be and is hereby authorized to carry out all the necessary formalities in effecting the aforesaid amendement and in acordance with the requirement of the Constitution of the Association and the Societies Act, 1966"

Proposed by Mr Law King Hui and seconded by Mr Arief Hakim Sani Bin Rahmat on 23 March 2009.

Before the motion was put up for adoption, President make two minor typographical correction as follow;

Rule 4, clause 6 - '... and the approval is on the discretion of Executive Committee.' changed to '... and the approval is at the discretion of the Executive Committee.' Rule 4, clause 8 - the word '... two (2) weeks notice' changed to '... 14 days notice'

Dr Syed Ibrahim opinionated that rule 7-3 is not suitably worded. President proposed that the house accept the current wording until more suitable wording can be drafted in the future.

The house unanimously passed the motion to adopt the Revised Constitution (Draft 2) with the additional correction by show of hand.

### 8.0 Election of 2009/2011 Executive Committee

President thanked all the Exco for their service, and announce the retirement of Executive Committee from 2007/2009 session.

Dato Ivan Hoe was appointed by the house to be the chairman for the election of 2009/2011 committee. Mr Peter paul and Dr Syed Ibrahim was asked by the chairman to be official counter & auditor for the election process.

### Post: President

Dr Syed Ibrahim proposed for Mr Law King Hui, and seconded by Mr Raju. Dato Ivan Hoe proposed to close the nomination, and seconded by Mr Sahadevan.

Mr Law king Hui was re-elected as President.

### Post: Deputy President

Mr Peter Paul proposed for Pn Zainora Mohd, and seconded by Mr Law king Hui. Tn Hj Kamaluddin proposed to close the nomination, and seconded by Mr Young Poh Loon.

Pn Zainora Mohd was re-elected as Deputy President.

### Post: Vice President

Dr Syed ibrahim proposed for Tn Hj Kamaluddin, and seconded by Mr Law King Hui. Pn Hjh Zainab Kassim proposed for Dr Syed Ibrahim, however declined by him. Mr Guan Swee Leong proposed for Mr Raymond Yeo, and seconded by Mr Sahadevan. Dr Syed Ibrahim proposed to close the nomination, and seconded by Mr M.T. Balan

Tn Hj Kamaluddin and Mr Raymond Yeo were re-elected as the Vice President.

### **Post: Honorary Secretary**

Mr Shaiful Hezan proposed for Mr Arief Hakim Sani, and seconded by Mr Raymond Liu. Pn Zainora proposed to close the nomination, and seconded by Tn Hj Kamaluddin.

Mr Arief Hakim Sani was re-elected as the Honorary Secretary

**Post: Honorary Treasurer** 

Pn Zainora proposed for Mr Kow ching Chuan, and seconded by Mr Law king Hui. Mr M.T. Balan proposed to closed the nomination, and seconded by Mr Shaiful Hezan.

Mr Kow Ching Chuan was elected as the Honorary Treasurer.

**Post: Ordinary Exco Members** 

Pn Hjh Zainab Kassim, proposed by Mr Law King Hui and seconded by Pn Zainora Mohd (68 votes).

Mr Hj Che Mazlan Hj Saad, proposed by Pn Sabariah Abdullah and seconded by Mr Law King Hui (68 votes).

Pn Sabariah Abdullah, proposed by Tn Hj Kamaluddin and seconded by Pn Hjh Zainab Kassim (67 votes).

Mr James Chang, proposed by Mr Loh Chong and seconded by Dr Syed Ibrahim. He however declined the nomination.

Mr Sahadevan, proposed by Pn Zainora Mohd and seconded by Tn Hj Kamaluddin (60 votes).

Mr Young Poh Loon, proposed by Mr S.L. Guan and seconded by Mr Sahadevan (60 votes). Pn Firdaus, proposed by Mr Arief Hakim and seconded by Mr Law King Hui (44 votes). Mr Sahari Jantan, proposed by En Hashim Mad Isa and seconded by Pn Zainora Mohd (48 votes).

Mr Raymon Liu, proposed by Mr Law King Hui and seconded by Pn Zainora Mohd (63 votes).

Mr PS Lau, proposed by Mr Peter Paul and seconded by Mr Shaiful Hezan (56 votes).

Dr Syed Ibrahim proposed to close the nomination and seconded by Pn Rosiyah.

Mr Young Poh Loon, Pn Hjh Zainab Kassim, Mr Hj Che Mazlan, Pn Sabariah abdullah, Mr Raymond Liu, Mr PS Lau, Mr Sahadevan were elected as ordinary Exco member.

The new president thanked the chairman of the election and his team, candidates and the members.

### 9.0 Appointment of Internal & External Auditor for Year 2009

President thanked the previous internal auditors, Mr Peter Paul and Mr Steven Lee for their services.

Post: Internal Auditor

En Sahari, proposed by Pn Zainora and seconded by Dr Syed Ibrahim.
Pn Firdaus, proposed by Pn Zainora and seconded by Mr Law King Hui.
Mr Law King Hui proposed to close the nomination, and seconded by Mr Arief Hakim.

En Sahari and Pn Firdaus were elected as the Internal Auditor.

### Post: External Auditor

President proposed to continue the service of FN Wong & Co, and received unanimous support from the house.

Mr Arief Hakim proposed to close the nomination, and seconded by Pn Zainora.

FN Wong & Co elected as the External Auditor.

### 10.0 Any Other Business

### 10.1 Book fair statistic.

Dr Syed Ibrahim raised the issue on number of visitors coming to 2009 book fair that is less than the previous year. He explained that this trend is not good for the industry. President will bring the issue to MBIC meeting for discussion.

### 10.2 Gramedia Bookstore

Tn Hj Kamal raised the issue of Gramedia Bookstore coming to Malaysia and the danger that local publishers might not be ready to compete with them. Mr Peter Paul supported the opinion and ask for explanation on the briefing held by MABOPA for them. President explained that the briefing session is not a MABOPA event but rather an personal initiative by Mr Arief Hakim.

### 10.3 Patron

Mr Sehari Jantan proposed for the association to appoint a patron. President opinionated that a motion must be raised and passed at the next AGM for this proposal.

### 10.4 Book Publications Statistic From PNM.

Dr Syed Ibrahim informed the meeting that for law book category, PNM reported the number of book published as zero. This is inaccurate considering the fact that law book publisher actively published new book every year.

### 11. Closing

President thanked the members for the trust given to the new office bearers.

Meeting adjourned at 1.35 PM.

Arief Hakim Sani b. Rahmat

**Honorary Secretary** 

Law King Hui

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Presiden



### MABOPA EXECUTIVE COMMITTEE REPORT From 29 April 2009 to 1 April 2010

### A - House Matters

### 1.0 MABOPA'S New Constitution

Amendments to MABOPA's constitution were approved by the Registrar of Societies (ROS) on 17th November 2009. The amended constitution is available on our website and also included in the appendix.

### 2.0 New Premises

Mr Raymond Yeo, chairman of the Building Committee and some Exco members viewed several properties in Batu Tiga, Kelana Square, Damansara Intan, Dataran Prima and Sunway Mas in May 2009. The guidelines given to the committee for the purchase of MABOPA premises are as follows:

1) The property should not cost more than RM500,000;

2) Located in a good commercial area with future appreciation potential;

3) Big enough to hold in-house training for 40 people;

4) Ample parking lot for members;

5) Easy access to public transportation;

6) Easy access to halal food.

The Exco at its meeting on 20th July 2009 decided to buy the office lot in Dataran Prima from Lim Fong Fee & Tan Say Huat for RM345,000. The freehold property is about 1600 square feet and located at: No 7-6, Block E2, Jalan PJU 1/42A, Dataran Prima, Petaling Jaya, Selangor. The property was originally developed by Puncak Kencana Sdn Bhd. They are also the property manager.

The sale was completed in January 2010. Messrs Gideon, Tan, Razali & Zaini was appointed to handle the S&P and registration of ownership.

Following the purchase, the Building Committee obtained quotations for renovation work including air-cons, telephone lines from two contractors - Lee Jaya Construction & Renovation Sdn Bhd and Affan Resources. The Exco has decided to award the job to Lee Jaya; cost of renovation and air-cons etc would be about RM64,000. The Exco will employ a full-time executive secretary and a receptionist once the office is ready in May.

The Hon. Treasurer presented a cash flow projection to the Exco. Based on the projection, the Exco felt that MABOPA would have to increase its income in order to sustain the operations of the MABOPA secretariat. The Exco felt that MABOPA should consider increasing the annual subscription, hold gala dinners and publish the Mabopa directory on a regular basis, conduct more seminars and training programmes and create life memberships.

### 3.0 MABOPA Directory 2010/2011.

The second edition of the MABOPA Directory will be published in April 2010. This second edition, compiled and produced by Puan Zainora, contains comprehensive information on members, statistics of books published in Malaysia up to 2009 and other useful information on our industry.

MABOPA members, printers and paper merchants enthusiastically supported the publication of the directory with advertisements, free paper and printing. Estimated income after cost was RM45,000.

3000 copies will be printed. Like before, it will be distributed to all government agencies, other book trade associations, libraries and at international book fairs attended by MABOPA members and MBKM officers.

A small quantity will be reserved for sale at bookshops. The price is RM15 or USD5.

### 4.0 Rumah Terbuka Hari Raya - Deepavali MABOPA

MABOPA organized the function on 16 October 2009 at One World Hotel. Representatives from 52 companies attended the function. Tan Sri Dato' Alimuddin, the Ketua Pengarah Pelajaran was the guest of honour who also graciously responded to issues raised by members.

Issues brought up by syllabus-based publishers in the dialogue were about the new curriculum and textbooks for schools, policies on MBMMBI, public examinations and use of workbooks in schools. Other members sought clarification on books for *pusat sumber*, evaluation fees on titles submitted for MoE tenders and reading programmes in schools. Concern on rampant photocopying in schools was also expressed by workbook publishers. A proposal to jointly organize an essay- writing competition with the MOE at school level was also put forward to Tan Sri.

Mr Sahadevan noted the bad timing of the function as it was near to Deepavali. As a result, many Hindu members could not attend the function. Mr Sahadevan personally telephoned 12 publishers to urge them to come for the function.

### 5.0 Seminar on Paper

Puan Zainora organized a half-day seminar on 'Understanding the Types and Uses of Paper and Boards' on 9 July 2009 at Rumah Universiti, University of Malaya, Kuala Lumpur.

The seminar was conducted by Mr Henry Goh of the Institute of Printing (UK) Malaysia Branch. Mr Goh is also a consultant to the pulp, paper and board industry. He spoke on the process of paper manufacturing, types and grades of paper and boards. Participants also learned about paper terminologies and paper specifications.

Registration fee was RM50 for members. The 54 participants came from 16 member-companies. They were presented with certificates of attendance from the institute.

### 6.0 Dialogue with Vernacular Publishers

Mr Sahadevan brought to the attention of the Exco that vernacular publishers would like MABOPA to seek clarification from BBT, BTP and PNM on Chinese and Tamil titles for central purchase.

Titles were submitted to BTP for evaluation and selection, however, there was no purchase. These member publishers had paid evaluation fees to BTP.

The vernacular sub-committee headed by Mr Sahadevan is planning a dialogue session with these publishers after the AGM to draw up a plan for the Exco.

### 7.0 Resignation of Exco Members

Mr P.S. Lau resigned from the Exco on 25th February 2010, following his resignation from Pearson Malaysia Sdn Bhd. The Exco thanked him for his service to MABOPA. Mr Sahari Jantan, from MEP Education Consult Sdn Bhd would fill the vacancy in accordance with Rule 6 Clause 8 of MABOPA's constitution.

### 8.0 Honorary Membership

The Exco has clarified that honorary membership is conferred on a person and therefore is non-transferable. Such membership would expire upon death.

### 9.0 Media Relations

During the period, the President has given several opinions on issues raised by the media. Among the major issues raised by the media is textbook availability with regards to the abolishment of PPSMI policy.

### 10.1 New members

14 new publishers joined MABOPA. They are:

- Readnetwork
- · Scholar's Publications Sdn Bhd
- Shakespot Sdn Bhd
- Pan Asia Publications Sdn Bhd
- Darul Tenggara (M) Sdn Bhd
- Penerbit Ilmu Bakti Sdn Bhd
- Kemilau Publika Sdn Bhd
- PEP Publications Sdn Bhd
- · Penerbitan Multimedia Sdn Bhd
- Minerva Publications (N.S) Sdn Bhd
- Wise Words Publishing Sdn Bhd
- VanakkamMalaysia Dotcom Sdn Bhd
- · Future Ace Publishing Sdn Bhd
- · Global Mediastreet Sdn Bhd

### 10.2 Resignations

7 members left MABOPA. They are:

- Falcon Press Sdn Bhd
- Vital Star Sdn Bhd
- Pusat Penerbitan Universiti (UPENA)
- Preston Corporation Sdn Bhd
- · Pluto Publishing Sdn Bhd
- Penerbit Pan Earth Sdn Bhd
- Tadika Bestari (Asia) Sdn Bhd

### 10.3 Termination

Membership terminated by the Exco due to default in payment of annual subscription are:

- · D.N. Dynamics Sdn Bhd
- · Era Visi Publications Sdn Bhd
- Mentor Publishing Sdn Bhd
- Penerbit Minda Didik Sdn Bhd

### 10.2 Change of Name

2 members changed their company names:

- · Children World Enterprise is now known as Children World (M) Sdn Bhd.
- · Y.G.M.B. Haruman Jiwa Sdn Bhd is now known as YM Haruman Jiwa Sdn Bhd.

### 11.0 Website and Mailing List

MABOPA's website was given a facelift with some minor enhancements in early 2010.

The Exco has regularly used mabopaonline as a channel to disseminate information to members quickly and obtain feedback and responses to issues. Currently we have 148 registered members (about 80%).

### **B** - Government Relations

### 1.0 Bahagian Buku Teks (BBT)

### 1.1 E-Bidding

The Exco noted that BBT made a bold move when they adopted e-bidding in the tender for Bahan Bacaan Tambahan Untuk Pembekalan Ke Bahagian Buku Teks. This is a step in the right direction for the industry. The Exco congratulated BBT and pledged our cooperation for their efforts.

### 1.2 KOMSAS Textbooks

KOMSAS, short for *komponen sastera* are anthologies prescribed for schools. BBT consulted MABOPA and later adopted MABOPA's recommendations on how to deal with publication and royalty issues.

### 1.3 Textbook Innovation

BBT aspires to introduce new features and innovations in the coming batch of textbooks. MABOPA was invited to BBT's meeting on the matter.

MABOPA also stressed on innovative content and not merely on the physical aspects of the textbooks. In particular, MABOPA strongly felt BBT should maintain the current textbook size as most printers do not have machines to print other sizes economically.

### 2.0 Bahagian Teknologi Pendidikan (BTP)

### 2.1 Kem Membaca 1Malaysia

BTP organized a reading camp for a group of students from both national and vernacular schools at Sekolah Wawasan USJ15 Subang Jaya and appealed to MABOPA members for books to be handed out as gifts. The Exco is grateful to the few members who had responded.

### 2.2 Program Perkongsian Pintar BTP Bersama Agensi Luar

MABOPA suggested that reading programmes at school should incorporate modern themes relevant to the lifestyle of the young. This is to sustain their reading habit.

### 3.0 Majlis Buku Kebangsaan Malaysia (MBKM)

Mr Abdul Halim was given a new position at JPN Wilayah Persekutuan recently. Mr A'azmi B Shaari is now the new Pengarah MBKM. The Exco would like to put on record MABOPA's appreciation for Mr Abdul Halim's many contributions to our industry.

### 3.1 Kempen Membaca MBKM

MBKM appealed to MABOPA members for support of its Kempen Membaca programme in Sarawak (October 3 in Sibu), Sabah (October 6 in Sandakan), Terengganu (October 20 in Kemaman) and Johor (October 27 in Mersing). The various state programmes were targeted to students and teachers from rural schools.

MABOPA also conducted reading programmes and talks on book publishing. Members also donated books to the participants.

The Exco would like to express MABOPA's appreciation to members who came forward to help. In addition, such individual endeavours would certainly enhance MoE's perception of MABOPA on the whole.

### 3.2 Berita Buku MBKM

MBKM resumed publication of *Berita Buku* in 2009, a bulletin on the publishing industry. The issue, printed in colour on glossy paper carried many informative pieces. 10,000 copies were printed and distributed to members of the industry and government departments including MATRADE's overseas offices. The Exco congratulates the MBKM and its editorial board for an excellent work.

### 3.3 Kota Buku Kuala Lumpur

Kota Buku will be set up at the current location of SK Jalan Batu in Kuala Lumpur. MBKM is the driving agency of the project. The president representing MABOPA is a key member of the committee entrusted to draw up the blueprint for the centre. There is a consensus that it should be industry-driven.

### 3.4 Dasar Buku Negara

A meeting was convened in June 2009 by MBKM to streamline its objectives and activities with the blueprint drawn up by a committee headed by the previous MBKM director.

### 3.5 Anugerah Buku Kebangsaan 2009

The award ceremony was held on 22 December 2009 at Sri Pacific Hotel. Most of the recipients were members of MABOPA.

The Exco congratulates the winners. Their names are listed in the Appendix.

### 4.0 MATRADE

### 4.1 Services Export Fund (SEF)

MABOPA has established a close working relationship with MATRADE to internationalise our publishing industry.

Qualified MABOPA members who participated in the 2009 Bologna Children's Book Fair received grants from MATRADE under the Services Export Fund (SEF).

MATRADE has informed MABOPA that due to the encouraging response from companies, funds for SEF Grant 4 have been fully utilized. In view of this, MATRADE will no longer accept applications for Grant 4 activities undertaken from 1 December 2009. However, companies can still apply for eligible activities undertaken before 1 December 2009.

Unfortunately, participants of KLIBF 2010 and other international events will not be able to receive reimbursements for the rest of the year.

### 4.2 Proposed Promotion Work Programme for the Services Sector 2010

MABOPA has submitted proposed activities to be incorporated in MATRADE's Proposed Promotion Work Programme for the Services Sector 2010.

We propose the following:

- Incoming Buying Mission to the Kuala Lumpur International Book Fair 2010.
- A marketing mission to Indonesia Book Fair 2010, a Malaysia Pavilion at the Fair and Dialogue with IKAPI.
- · A marketing mission to Cairo Book Fair 2010.

We hope that MATRADE will accept our proposal. Details of the programmes are in the Appendix.

4.3 Grant for Specialised Marketing Mission (SMM) and Trade Fair (TF) organized by MATRADE for Malaysian Services Providers.

MABOPA has been informed by MATRADE that participants to the Frankfurt Book Fair are entitled to apply for SMM grants, subject to the conditions below:

The grant will cover SMMs and Trade Fairs organized by MATRADE from 1 April 2010.

The grant does not cover cost of preparing promotional materials, shipment of sample and promotional materials, advertisement in trade directory and interpreter services.

The grant will be suspended immediately once the fund is fully utilised although the programme has not been implemented

Members should visit MATRADE's website for more information.

### 4.4 KLIBF 2010 Incoming Buying Mission (IBM)

MATRADE sponsored 8 international buyers from USA, Singapore, Thailand and Pakistan under International Buying Mission (IBM) programme, in conjunction with KLIBF 2010.

The buyers met up with more than 30 local publishers, mostly MABOPA members, during the business matching session conducted over 2 days at the Trade & Copyright Centre (TCC). The publishers were generally happy with the opportunities provided through the IBM programme.

We hope MATRADE will continue with the IBM programme in the future. We also hope that MABOPA members will participate actively in the next round of IBM.

### 5.0 MyIPO

MABOPA president attended 'MyIPO Asia Pacific Sub-Regional Seminar on Access to and Management of Copyrighted Works in the Digital Environment' at Sri Lanka, from June 25th to June 26th, 2009. MyIPO nominated Mr Law as MABOPA president to attend the conference on behalf of Malaysia, representing the industry.

MABOPA has written to MyIPO indicating our intention to cooperate fully with MyIPO. The Exco will make a working visit to MyIPO probably in May 2010 to discuss copyright protection strategies and measures.

### 6.0 Perpustakaan Negara Malaysia (PNM)

Many members were not happy with the recent PNM's purchase for rural libraries. The Exco wrote an official letter to the Director General of PNM to obtain clarification on some issues raised by these members. Text of the letter is in the Appendix. We have yet to receive a reply from PNM.

### 7.0 Kementerian Dalam Negeri

MABOPA president attended a meeting called by the KDN to fine tune the Print Media Guidelines (Garis Panduan Penerbitan) for the printing and publishing industry. The guideline is available at KDN website.

### 8.0 MITI Dialogue

MABOPA president and the secretary attended the MITI Dialogue 2009 which was held on 27th July 2009 and chaired by the Minister.

MABOPA raised the issue that import taxes on all kinds of paper should be lifted. MABOPA also wanted to push for the removal of anti-dumping tax on newsprint.

The text of the Memorandum and the reply from MITI are in the Appendix.

### 9.0 PEMUDAH on the issue of book prices

PEMUDAH raised the issue of high book prices in the country during their meeting on 27th March 2009. KPDNKK was asked to look into this matter and consequently a task force (Pasukan Petugas Mengenai Buku) was formed to study why book prices were high and to make suitable recommendations.

At a meeting with the task force, MABOPA president took pains to explain that local book prices were reasonable. PEMUDAH accepted the explanation forwarded by the task force and subsequently dissolved the task force.

### 10.0 Bulan Bahasa Kebangsaan at Putrajaya

A book fair organized with the cooperation of Perbadanan Putrajaya, Dewan Bahasa dan Pustaka was held on 22 and 23 October 2009. The book fair is part of the Bulan Bahasa

Kebangsaan activities in Putrajaya. Several members of MABOPA took part in the book fair.

The Exco would like to see more of such activities in the future.

### 11.0 GST

The proposed GST implementation in 2011 raised a growing concern among publishers. MABOPA will solicit support from the MoE and other ministries, MBKM and other trade associations in an effort to convince the government that books should be tax-exempted.

### **C- Industry Relations**

### 1.0 Malaysian Book Industry Council (MBIC)

MBIC has received an inquiry from the president of Persatuan Penerbit dan Pengedar Buku Bumiputera Malaysia (PPPBBM) about becoming a shareholder of MBIC Sdn Bhd. The letter is in the Appendix.

### 2.0 MBIC Sdn Bhd

MABOPA received RM25,000 from MBIC Sdn Bhd as management fee for the year 2009. MBIC Sdn Bhd has successfully hosted the KLIBF 2010, and MABOPA can expect a management fee payment for 2010. MBIC Sdn Bhd currently is under the chairmanship of Dato Ivan Hoe, the president of MBEIA.

### 3.0 Malaysian Book Promotion Sdn Bhd

The Malaysian Book Promotion Sdn Bhd (MBP) is rendered in-operational due to the deregistration of IKATAN several years ago. The MBP's Board has since decided to sell the company to the highest bidder.

Sasbadi Sdn Bhd offered 20% premium on NTA and secured the purchase. Based on the valuation, MABOPA will receive about RM21,000 from the sale.

### 4.0 Kuala Lumpur International Book Fair 2010 (KLIBF 2010)

KLIBF 2010 was successfully held from 19th to 28th March 2010. The 2010 KLIBF has been listed in the Malaysian Book of Records as the biggest book fair in the country. This is an improvement of the previous record. There were altogether 856 booths occupying 3 halls and Lega Putra. MBIC Sdn Bhd's profit take would be substantial.

The following were Exco members nominated by MBKM to sit in the organizing committee:

Mr Law King Hui Mr Arief Hakim Sani Mr P.S. Lau Mr Haji Che Mazlan Mdm Hajah Zainab binti Kasim Mdm Zainora Muhammad

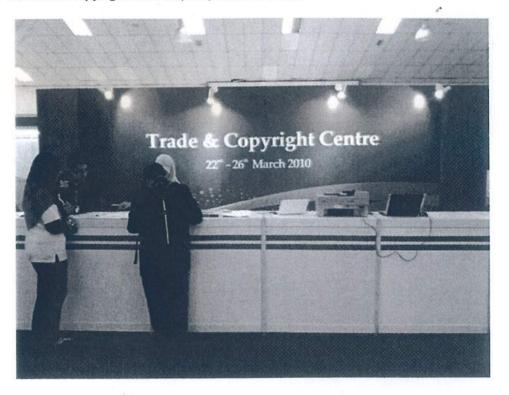
Other members who served in their personal capacity were:

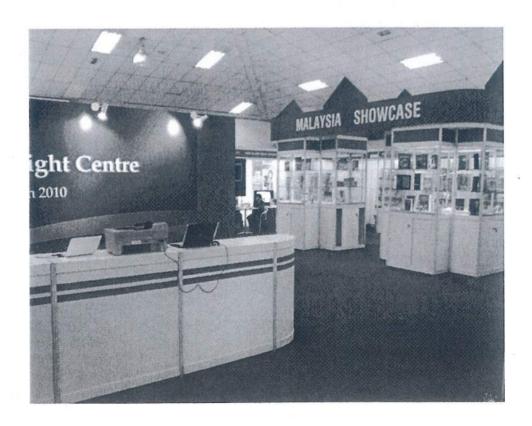
Mr Peter Paul Mr Fauzul Naim Ishak Mr Sheikh Faisal B Sheikh Mansor

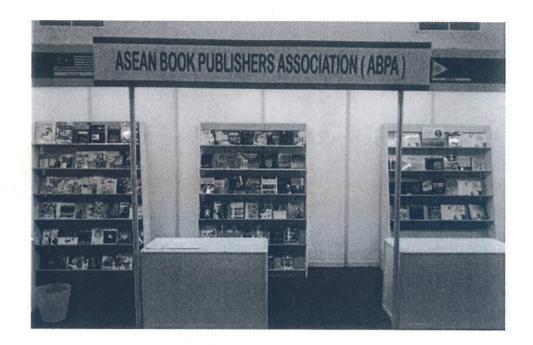
The Exco viewed KLIBF as an effective and important marketing platform for our members.

Some members obviously did very well in KLIBF 2010 with innovative products and marketing strategies. The Exco wishes to congratulate them.

### 5.0 Trade and Copyright Centre (TCC) in KLIBF 2010







TCC was mooted by MABOPA and the sub-committee tasked to spearhead its establishment at KLIBF 2010 was chaired by Mr Law King Hui. The aim was to incorporate business matching between international buyers and local publishers. Booth space was allocated to publishers on a rental basis (USD 765 - 2m by 2m booth) to showcase titles for rights sale. MATRADE undertook to source for overseas trade buyers and finance their visits.

TCC was set up in TR2 occupying an area of 19m x 26m. There were 13 display booths and a comfortable business meeting room for the trade buyers. Members who set up booths at TCC were Maya Press, Saba Islamic Media Sdn Bhd, PTS Publications and Distributors Sdn Bhd, Penerbitan Pelangi Sdn Bhd, Kualiti Books Sdn Bhd, The Malaya Press Sdn Bhd and Al-Ameen Serve Holdings Sdn Bhd. 5 booths were allocated to ABPA members.

Visits and enquiries at TCC during the 5-day period (22-26 March) were encouraging. Mr Law said that the idea was fairly new and many publishers had yet to grasp its benefit fully. He has envisioned that MABOPA will be able to establish Kuala Lumpur as an important IP trading centre in the ASEAN region.

### 6.0 MBBY

MBBY, Geneva held its regional meeting at Intekma Resort, Shah Alam on September 11, 2009. mBBY, the Malaysian arm of the international organization, chaired the meeting and also organized a forum for local publishers and other book associations. Mr Law King Hui, as MABOPA president was invited to be a forum panellist. His theme was 'Critical Issues in Children's Literature and Book Publishing Today'.

### D - International Relations

### 1.0 International Publisher Association (IPA)

MABOPA has left IPA many years ago and is considering to rejoin the international body in light of IP developments and issues on IP protection in the digital age.

### 2.0 Asia Pacific Publisher Association (APPA)

The exco decided to skip the APPA 2009 AGM that was held in Mongolia. However, Malaysia country report was submitted ahead of the AGM and was included in the 2009 APPA annual

report.

The next AGM will be held in Cebu, Philippines in June 2010. MABOPA will send a representative to the AGM.

### 3.0 Asean Book Publisher Association (ABPA)

The 5<sup>th</sup> ABPA General Meeting was held in Jakarta on 4 November 2009 at the Jakarta Convention Centre. The purpose of the meeting was also to appoint the President of MABOPA, Mr. Law King Hui as the next ABPA president succeeding Atty. Domindor D. Buhain of The Philippines Educational Publishers Association (PEPA). Mr. Law's two-year term ends in 2011 when ABPA holds its 7<sup>th</sup> AGM.

The President appointed Mr Arief Hakim Sani bin Rahmat as the new ABPA Secretary General.

In his acceptance speech, Mr. Law extended his thanks to the previous president, En. Buhain for his contributions to ABPA and expressed his hopes that he would continue the excellent work started by Mr Buhain and endeavour to take ABPA to greater heights.

At the first ABPA Exco meeting held in Brunei, in February 2010, Mr Law as ABPA president presented his strategic plan for the next 2 years. The plan focuses on 3 Key Result Areas (KRAs):

- Building capacity
- Enhancing ABPA visibility
- Enhancing ABPA effectiveness

The strategic plan is in the Appendix.

### 3.1 Book Fairs Hosted by ABPA Member Countries

To strengthen the relationship with other publishers associations from ASEAN, the president and the Exco feel that MABOPA should always be present at all regional meeting and participate in the regional book fairs. The Exco would push to facilitate such participation.

### 3.2 ABPA Friendship Night in Kuala Lumpur 2010

In conjunction with KLIBF 2010, MABOPA hosted a "Friendship Night" dinner to honour ABPA past presidents, namely the 1st term president, Mr Thananchai Santichaikul, and the 2nd president, Mr Atty Dominador D. Buhain.

MABOPA also invited Mr Roselan Zainal Abidin, Prof Md Sidin, Mr Siatan Ahmad and Mr Abdul Halim Ismail to the occasion in appreciation of their contributions to the formation of ABPA.

The cost of the function was about RM6000, half of which was borne by Mr Law King Hui.

### 3.3 ABPA Book Awards 2009

Regretfully our members did not win in any category at the ABPA Book Awards 2009.

The Exco would like to see more MABOPA members enter the ABPA Book Awards 2010.

### 4.0 MABOPA Fact Finding Mission to Indonesia

A fact finding mission to Indonesia International Bookfair 2009 was organized by the Exco to enhance trade relations between the two countries.

A meeting was held on 3 November 2009 in Jakarta during the Indonesia International Book Fair with Ikatan Penerbit Indonesia (IKAPI)'s representatives, with the aim of forming a joint committee to enhance bilateral ties.

It is hoped that the committee would resolve some common issues pertaining to export and import of books, Islamic publications and censorship, and copyright infringement matters. The committee would also look into ways to implement business matching plans and copublishing programmes.

### 4.1 MABOPA - IKAPI MOU

As a result of the meeting in Jakarta, a Memorandum of Understanding was signed between the presidents of MABOPA and IKAPI on 20th March 2010 at the Bilik Bunga Raya, Sri Pacific Hotel Kuala Lumpur. The signing ceremony was witnessed by Mr A'azmi Shahri, Director of MBKM. The ceremony was also attended by members of MABOPA and IKAPI. A dialogue session between delegates of both countries was held in conjunction with the signing ceremony.

MABOPA hopes this effort will facilitate increased business dealings between Malaysian and Indonesian book publishers.

The draft copy of 'Deklarasi Kuala Lumpur 2010' is included in the Appendix.

### 5.0 Other International Book Fairs

The Exco noted that some MABOPA members were quite active in international book fairs. Many went on their own and some obtained assistance from MBKM and MATRADE.

# MALAYSIAN BOOK PUBLISHERS ASSOCIATION EXCO ATTENDANCE (2009-2010)

NAME         14/5/09         20/7/09         9/9/09         29/10/07         6/1/10           Law King Hui         X <th></th> <th>-</th> <th></th> <th></th>														-		
NAME         14/5/09         20/7/09         9/9/09         29/10/07         6/11/10         25/2/10           Law King Hui         X         <		7/7	2/9	4/7	2/9	7/7	1/7	2/9	2/9	2/9	4/7	2/2	2/5	4/7	1/1	
NAME         14/5/09         20/7/09         9/9/09         29/10/07         6/1/10         2           Law King Hui         X <td>16/3/10 (7th)</td> <td>×</td> <td></td> <td>0</td> <td>×</td> <td>13/13</td>	16/3/10 (7th)	×	×	×	×	×	×	×	×	×	×	×		0	×	13/13
NAME         14/5/09         20/7/09         9/9/09         29/10/07           Law King Hui         X         X         X         X           Zainora bt Muhamad         X         X         X         X           Hj Kamaluddin bin Hj         O         O         X         X           Hj Kamaluddin bin Hj         O         O         X         X           Hj Kamaluddin bin Hj         O         O         X         X           Arief Hakim Sani bin         X         X         X         X           Arief Hakim Sani bin         X         X         X         X           Kow Ching Chuan         X         X         X         X           Young Poh Loon         X         X         X         X           Haji Che Mazlan Haji Saad         X         X         X         X           Y. Sahadevan         X         X         X         X           Hajib Zainab Kassim         O         X         X         X           Liu Hann Wen         X         X         X         X           Lau Pak Sing (resigned on 25 February)         O         X         O         O           Sabariah bt Abdullah         <	25/2/10 (6th)	×	×	×	×	×	×	×	×	0	×	×		×		11/13
NAME         14/5/09 (2nd)         20/7/09 (2nd)         9/9/09 (3rd)           Law King Hui         X         X         X           Zainora bt Muhamad         X         X         X           Hj Kamaluddin bin Hj         O         O         X           Hj Kamaluddin bin Hj         O         X         X           Yeo Chin Hean         X         X         X           Arief Hakim Sani bin         X         X         X           Kow Chin G Chuan         X         X         X           Kow Ching Chuan         X         X         X           Young Poh Loon         X         X         X           Haji Che Mazlan Haji Saad         X         X         X           Y. Sahadevan         X         X         X           Y. Sahadevan         X         X         X           Hajah Zainab Kassim         O         X         O           Liu Hann Wen         X         X         X           Lau Pak Sing (resigned on 25 February)         O         X         O           Sabariah bt Abdullah         X         O         X         O           Sabariah bu Jantan         X         O         X	6/1/10 (5th)	×	×	0	0	×	×	0	×	×	0	0	×	×		8/13
NAME         14/5/09 (1st) (2nd)           Law King Hui         X         X           Zainora bt Muhamad         X         X           Hj Kamaluddin bin Hj         O         O           Hj Kamaluddin bin Hj         O         O           Preo Chin Hean         X         X           Arief Hakim Sani bin         X         X           Kow Ching Chuan         X         X           Young Poh Loon         X         X           Haji Che Mazlan Haji Saad         X         X           Y. Sahadevan         X         X           Hajah Zainab Kassim         O         X           Liu Hann Wen         X         X           2010)         X         X           Sabariah bt Abdullah         X         X           Sabariah bt Abdullah         X         X           Ceplacing Lau Pak Sing)         X         X           Ceplacing Lau Pak Sing)	29/10/07 (4th)	×	×	×	×	×	×	×	×	×	×	×	0	0		11/13
NAME       14/5/09         Law King Hui       X         Zainora bt Muhamad       X         Hj Kamaluddin bin Hj       0         Hj Kamaluddin bin Hj       0         Hj Kamaluddin bin Hj       X         Yeo Chin Hean       X         Kow Ching Chuan       X         Young Poh Loon       X         Haji Che Mazlan Haji Saad       X         Y. Sahadevan       X         Hajah Zainab Kassim       0         Liu Hann Wen       X         Lau Pak Sing (resigned on 25 February 2010)       X         Sabariah bt Abdullah       X         Sabariah bt Abdullah       X         Sahari bin Jantan       —         (replacing Lau Pak Sing)       —         TOTAL       10/13	9/9/09 (3rd)	×	0	×	×	×	×	×	0	×	0	×	0	×		9/13
Law King Hui  Zainora bt Muhamad Hj Kamaluddin bin Hj Ibrahim Yeo Chin Hean Arief Hakim Sani bin Rahmat Kow Ching Chuan Young Poh Loon Haji Che Mazlan Haji Saad Y. Sahadevan Hajah Zainab Kassim Liu Hann Wen Lau Pak Sing (resigned on 25 February 2010) Sabariah bt Abdullah Sahari bin Jantan (replacing Lau Pak Sing)	20/7/09 (2nd)	×	×	0	×	×	×	×	×	×	×	0	×	0		10/13
	14/5/09 (1st)	×	×	0	×	×	×	×	×	×	0	×	0	×	1	10/13
1 2 8 4 2 9 7 8 6 0 1 7 4 4 13 5 4	NAME	Law King Hui	Zainora bt Muhamad	Hj Kamaluddin bin Hj Ibrahim	Yeo Chin Hean	Arief Hakim Sani bin Rahmat	Kow Ching Chuan	Young Poh Loon	Haji Che Mazlan Haji Saad	Y. Sahadevan	Hajah Zainab Kassim	Liu Hann Wen	Lau Pak Sing (resigned on 25 February 2010)			TOTAL

X = Present O = Absent with apology

### LIST OF EXCO

No	Name	Position	Company
1	Mr Law King Hui	President	Sasbadi Sdn Bhd
2	Mdm Zainora Muhamad	Deputy President	Mahir Holdings Sdn Bhd
3	Mr Yeo Chin Hean	Vice President	Kualiti Books Sdn Bhd
4	Tuan Haji Kamaluddin Ibrahim	Vice President	Al-Hidayah Publishers
5	Mr Arief Hakim Sani Rahmat	Honorary Secretary	PTS Publications & Distributors Sdn Bhd
6	Mr Kow Ching Chuan	Honorary Treasurer	The Malaya Press Sdn Bhd
7	Mr Young Poh Loon	Exco Member	Kohwai & Young Publications (M) Sdn Bhd
8	Mr Haji Che Mazlan Haji Saad	Exco Member	Al-Ameen Serve Holdings Sdn Bhd
9	Mr Y. Sahadevan	Exco Member	Malaysian Book Centre
10	Mr Liu Hann Wen	Exco Member	YM Haruman Jiwa Sdn Bhd
11	Mdm Sabariah Abdullah	Exco Member	Saba Islamic Media Sdn Bhd
12	Mdm Hajah Zainab Kassim	Exco Member	Dewan Bahasa dan Pustaka
13	Mr Haji Sahari Jantan	Exco Member	MEP Education Consult Sdn Bhd

### **SUB-COMMITTEES**

Academic Publications: Mr Law King Hui

Professional Training: Madam Zainora Muhamad

Building: Mr Yeo Chin Hean

Public Relations: Mr Arief Hakim Sani Rahmat

Finance: Mr Kow Ching Chuan

International Affairs: Tuan Haji Che Mazlan Haji Saad

Marketing & Communication: Mr Young Poh Loon

Non-Academic Publications (Trade & General): Mr Liu Hann Wen

Non-Academic Publications (Islamic): Madam Sabariah Abdullah

Non-Academic Publications (Vernacular): Mr Y. Sahadevan

Legal & Copyrights: Madam Hajah Zainab Kassim



2009 AUDITED ACCOUNT

(FOR YEAR ENDING 31<sup>ST</sup> DEC 2009)

# MALAYSIAN BOOK PUBLISHERS ASSOCIATION (Registered in Malaysia)

### FINANCIAL STATEMENTS FOR THE YEAR ENDED 31ST DECEMBER 2009

CONTENTS	PAGE
Auditors' Report to the Members	1
Balance Sheet	2
Statement of Income and Expenditure	3
Statement of Receipts and Payments	4
Notes to the Financial Statements	5 - 10

### F.W. WONG & CO.

CHARTERED ACCOUNTANTS (FIRM NO: AF. 0937)

38-M, Jalan Mega Mendung, Off Jalan Klang Lama, 58200 Kuala Lumpur Tel: 603 - 7981 3810 603 - 7981 3831 Fax: 603 - 7981 3879

### AUDITORS' REPORT TO THE MEMBERS OF

### MALAYSIAN BOOK PUBLISHERS ASSOCIATION

(Registered in Malaysia)

We have audited the Balance Sheet of the Association as at 31st December, 2009 and the Statement of Income and Expenditure and the Statement of Receipts and Payments for the year then ended as set out on pages 2 to 4 in accordance with the approved standards on auditing in Malaysia and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered appropriate in the circumstances.

In our opinion, the Balance Sheet as at 31st December, 2009 gives a true and fair view of the state of affairs of the Association as at that date and the Statement of Income and Expenditure and the Statement of Receipts and Payments give a true and fair view of the results and the receipts and payments of the Association for the financial year ended on that date according to the best of the information and explanations given to us and as per the books and vouchers of the Association examined by us.

F.W. WONG & CO.

(AF:0937)

CHARTERED ACCOUNTANTS

WONG FOOK WAH

[1621/05/08 (J)]

CHARTERED ACCOUNTANT

KUALA LUMPUR

3 0 MAR 2010

(Registered in Malaysia)

## **BALANCE SHEET AS AT 31ST DECEMBER 2009**

NON-CURRENT ASSETS	NOTE	2009 RM	2008 RM
	2	240 210 10	721.70
Property, plant and equipment	3	348,319.19	731.79
Unquoted investment	4	25,000.00	25,000.00
		373,319.19	25,731.79
CURRENT ASSETS			
Subscription receivables	5	9,000.00	13,200.00
Sundry deposits		1,248.00	-
Tax recoverable		1,255.00	1,255.00
Fixed deposits with licensed banks		739,396.25	833,567.75
Bank balances	6	87,968.22	24,036.66
		838,867.47	872,059.41
CURRENT LIABILITIES			
Advance subscription received	7	300.00	600.00
Other payables and accruals	8	316,890.00	5,094.50
		317,190.00	5,694.50
NET CURRENT ASSETS		521,677.47	866,364.91
		894,996.66	892,096.70
Accumulated funds	9	426,436.29	423,536.33
Building fund	10	468,560.37	468,560.37
MEMBERS' EQUITY	(5,5)	894,996.66	892,096.70
			2,2,0,0,70

LAW KING HUI PRESIDENT KOW CHING CHUAN TREASURER

The annexed notes form an integral part of the financial statements.

(Registered in Malaysia)

## STATEMENT OF INCOME AND EXPENDITURE FOR THE YEAR ENDED 31ST DECEMBER 2009

			2009	2008
		NOTE	RM	RM
INCOME				
Annual subscriptions			51,900.00	48,000.00
Entrance fee			3,900.00	2,700.00
Fixed deposit interest	received		17,413.33	23,597.56
Management fee			25,000.00	-
Seminar hosting incom	ne		4,990.00	- 1
Sundry income			2,213.40	65,500.00
			105,416.73	139,797.56
Less: EXPENDITURI	3			
Audit fee			1,200.00	1,200.00
Accounting fee			-	1,200.00
A.G.M. expenses			27,839.08	23,625.00
E.G.M. expenses			10,081.22	- 1
Annual subscription w	ritten off		8,400.00	- 1
Bank charges			260.00	10.60
Consultancy fee			-	1,000.00
Depreciation of proper	ty, plant and equipment		7,840.35	731.79
Donation and gifts		- 1	1,210.00	212.50
Directory expenses	N .		-	2,986.65
Exco blazers			1,160.00	
Hotel and air ticket			-	6,784.80
Meeting expenses			5,770.00	5,092.75
Open house expenses			11,455.00	-
Printing and stationery			1,012.80	1,652.70
Postage and courier ser	vices		360.80	1,994.78
Seminar expenses			-	6,328.00
Seminar hosting expen	ses	1	4,799.60	-
Service tax			120.00	170.00
Secretarial fees			3,600.00	3,600.00
Sundry expenses			90.00	
Subscription			1,777.00	2,258.00
Subsidy to members			-	1,200.00
Transport charges		- 1	-	97.00
Travelling expenses		- 1	2,382.00	140.00
Website expenses			400.00	1,950.00
		-	89,757.85	62,234.57
	E OVER EXPENDITURE BEFORE TAXATION		15,658.88	77,562.99
Taxation		24	(12,758.92)	(2,876.67)
SURPLUS OF INCOM	E OVER EXPENDITURE AFTER TAXATION	9	2,899.96	74,686.32
/			11 0	7
Mine			165 V	X/c0.
			100	

The annexed notes form an integral part of the financial statements.

KOW CHING CHUAN

TREASURER

LAW KING HUI

PRESIDENT

(Registered in Malaysia)

## STATEMENT OF RECEIPTS AND PAYMENTS FOR THE YEAR ENDED 31ST DECEMBER 2009

		2009	2008
	NOTE	RM	RM
RECEIPTS			
Annual subscriptions		42,900.00	40,500.00
Entrance fee		3,900.00	2,700.00
Fixed deposit interest received		9,460.30	4,010.30
Advance subscription		2,100.50	600.00
Subscription in arrears		4,500.00	1,500.00
Management fee	Y	25,000.00	- 1,500.00
Seminar hosting income		4,990.00	
Sundry income		15,200.00	65,500.00
building income	1	105,950.30	114,810.30
Less: PAYMENTS		103,930.30	114,610.50
Audit fee	1	1,200.00	2,200.00
Accounting fee		1,200.00	2,200.00
A.G.M. expenses		27,839.08	23,625.00
Bank charges		260.00	10.60
Consultancy fee		-	1,000.00
Donation and gifts		1,210.00	212.50
Directory expenses	+	-	2,986.65
E.G.M. expenses	4	10,081.22	_,,,,,,,,,
Exco blazers		1,160.00	4,900.00
Hotel and air ticket		-	6,784.80
Indonesia book fair expenses		12,986.60	-
Meeting expenses		6,834.50	3,898.25
Open house expenses		11,455.00	-
Printing and stationery		1,012.80	1,652.70
Postage and courier services		360.80	1,994.78
Seminar expenses		-	6,328.00
Seminar hosting expenses		4,799.60	-
Service tax		120.00	170.00
Secretarial charges		5,100.00	2,100.00
Subscription		1,777.00	2,258.00
Subsidy to members		-	1,200.00
Sundry expenses		90.00	-
Transport charges		-	97.00
Travelling expenses		2,382.00	140.00
Website expenses		400.00	1,950.00
1, 1991 (Masterlay and 1, 1997 = 200	1	90,268.60	65,708.28
SURPLUS OF RECEIPTS OVER PAYMENTS	6	15,681.70	49,102.02
	=		
See A			

une

LAW KING HUI PRESIDENT KOW CHING CHUAN TREASURER

The annexed notes form an integral part of the financial statements.

(Registered in Malaysia)

#### NOTES TO THE FINANCIAL STATEMENTS - 31ST DECEMBER 2009

#### 1. ORGANISATION AND OBJECTIVES

The association is a non-profit organisation with the following main objectives: -

- a) To encourage the widest possible spread of publications.
- b) To foster the development of the publishing industry in Malaysia.
- c) To promote, preserve and propagate Malaysia's heritage and cultural diversity through publications.
- d) To encourage Malaysian authorship.
- e) To encourage the improvement of the technical and professional qualifications of members of the Association.
- f) To promote and protect by all lawful means the principles of copyright and to defend copyright against all infringements which may restrict the rights of copyright owner.
- g) To promote and protect by all lawful means the mutual interests of the members of the Association.
- h) To examine all legislative proposals likely to affect the publishing industry and to support, oppose or secure amendments, as may be expedient.
- i) To study and resolve problems related to the publishing industry.
- j) To encourage fair trade practices and maintain high standards of workmanship and service in the publishing industry.
- k) To cooperate with other associations, organizations and bodies in their effort to promote reading and the publishing industry.
- 1) To purchase, take on lease or rent premises for use of the Association in line with its objectives.

#### 2. SIGNIFICANT ACCOUNTING POLICIES

#### (a) General

All accounting policies are consistent with those applied in the previous year.

## (b) Accounting Convention

The financial statements of the Association have been prepared under the historical cost convention.

## (c) Property, Plant and Equipment and Depreciation

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment loss, if any, and are depreciated on the straight line method to write off the cost of the property, plant and equipment over their estimated useful lives.

The principal annual rates used for this purpose are: -

Furniture and fittings	10%
Office equipment	10%
Electrical installation	10%
Telephone installation	10%
Office building	2%

Fully depreciated property, plant and equipment are retained in the financial statements until there are no longer in use and no further charge for depreciation is made in respect of these property, plant and equipment.

## (d) Unquoted Investment

Unquoted investment which is held for long term purposes is stated at cost less allowance for diminution in value, if any.

## 3. PROPERTY, PLANT AND EQUIPMENT

Cost At 1.1.09 Addition At 31.12.09	Furniture and fittings RM 3,865.20	Office equipment RM 8,967.10	Electrical installation RM 255.00	Telephone installation RM 280.00	Office building RM - 355,427.75 355,427.75	Total RM 13,367.30 355,427.75 368,795.05
Accumulated Depreciation						
At 1.1.09	3,865.20	8,235.31	255.00	280.00	-	12,635.51
Charge for the year	-	731.79		in the second	7,108.56	7,840.35
At 31.12.09	3,865.20	8,967.10	255.00	280.00	7,108.56	20,475.86
Net Book Value At 31.12.09	-	-	-	-	348,319.19	348,319.19
At 31.12.08	-	731.79			-	731.79
Depreciation charge for the year ended 31.12.08	-	731.79	-	w/	-	731.79

4.	UNQUOTED INVESTMENT		
		2009	2008
		RM	RM
	Unquoted shares, at cost	25,000	15,000
			15,000
5.	SUBSCRIPTION RECEIVABLES		
	SOBSCRII TION RECEIVABLES	2009	2008
		RM	RM
	Annual Subscription – 2006	1411	10171
	D.N. Dynamic Sdn. Bhd.		300.00
	Era Visi Publication Sdn. Bhd.	_	300.00
	Mentor Publishing Sdn. Bhd.	_	300.00
	Penerbit Minda Didik Sdn. Bhd.	_	300.00
	Rhythm Publishing Co. Sdn. Bhd.	_	300.00
	,	-	1,500.00
	Annual Subscription – 2007		
	Alpha Sigma Sdn. Bhd.	-	300.00
	D.N. Dynamic Sdn. Bhd.	-	300.00
	Era Visi Publication Sdn. Bhd.	-	300.00
	Fajar Ulung Sdn. Bhd.	-	300.00
	Goal Intelligent Publishing Sdn. Bhd.	300.00	300.00
	Mentor Publishing Sdn. Bhd.	-	300.00
	Media Dreams Sdn. Bhd.	300.00	300.00
	Preston Corporation Sdn. Bhd.	-	300.00
	Penerbit Minda Didik Sdn. Bhd.	-	300.00
	Pluto Publishing Sdn. Bhd.	-	300.00
	Rhythm Publishing Co. Sdn. Bhd.	-	300.00
		600.00	3,300.00
	Annual Subscription – 2008		August 2 (a) 2 (a) 4 (a)
	Alpha Sigma Sdn. Bhd.	+	300.00
	Andaman Publications Sdn. Bhd.	-	300.00
	Blue-T Publication Sdn. Bhd.		300.00
	Dewan Bahasa Dan Pustaka	-	300.00
	D.N. Dynamic Sdn. Bhd.	-	300.00
	Edusystem Sdn.Bhd.	-	300.00
	Era Visi Publication Sdn. Bhd.	-	300.00
	Fajar Ulung Sdn. Bhd.	-	300.00
	Flacon Press Sdn. Bhd.	-	300.00
	Gapura Cita Sdn.Bhd.	-	300.00
	Goal Intelligent Publishing Sdn. Bhd.	300.00	300.00
	Kelab Pengucapan Awam Malaysia	300.00	300.00
	Mentor Publishing Sdn. Bhd.	-	300.00
	Media Dreams Sdn. Bhd.	300.00	300.00
	Palance corried forward	000.00	4 200 00

Balance carried forward

900.00

4,200.00

	2009	2008
	RM	RM
Annual Subscription – 2008		
Balance brought forward	900.00	4,200.00
		200.00
Mind To Mind (M) Sdn. Bhd.	-	300.00
Penerbit Minda Didik Sdn. Bhd.	200.00	300.00
Pernerbitan Budiman Sdn.Bhd.	300.00	300.00
Penerbitan Minda Ikhwan	300.00	300.00
Penerbitan PCT Sdn.Bhd.	300.00	300.00
Pluto Publishing Sdn. Bhd.	-	300.00
Preston Corporation Sdn. Bhd.	-	300.00
Pustaka Yamien Sdn.Bhd.	-	300.00
Rhythm Publishing Co. Sdn. Bhd.	-	300.00
S. Abdul Majeed & Co.	-	300.00
Tadika Bestari (Asia) Sdn. Bhd.	300.00	300.00
True Wealth Sdn. Bhd.	300.00	300.00
United Publishing House (M) Sdn. Bhd.	-	300.00
Venton Publishing Sdn. Bhd.		300.00
	2,400.00	8,400.00
Annual Subscription – 2009	200.00	
Dewan Bahasa Dan Pustaka	300.00	-
Fajar Ulung Sdn. Bhd.	300.00	-
Goal Intelligent Publishing Sdn. Bhd.	300.00	-
Kechara Media & Publications Sdn. Bhd.	300.00	-
Kelab Pengucapan Awam Malaysia	300.00	-
Kuo Liang Sdn. Bhd.	300.00	-
Malaya Books Suppliers Company Sdn. Bhd.	300.00	-
Media Dreams Sdn. Bhd.	300.00	-
Penerbit Universiti Malaya	300.00	-
Penerbit Universiti Putra Malaysia	300.00	
Penerbit Universiti Teknologi Malaysia	300.00	-
Pernerbitan Budiman Sdn.Bhd.	300.00	-
Penerbitan Minda Ikhwan	300.00	-
Penerbitan PCT Sdn.Bhd.	300.00	
Penerbitan Seri Kota	300.00	-
Pustaka Syuhada	300.00	-
Pustaka Yamien Sdn.Bhd.	300.00	-
Tadika Bestari (Asia) Sdn. Bhd.	300.00	-
True Wealth Sdn. Bhd.	300.00	- 1
UPENA (University Publication Centre)	300.00	-
	6,000.00	-
Total subscription receivables	9,000.00	13,200.00

6	DA	NIZ	DA	T	A	NIA	TEC	•
6.	BA	NK	BA	VI B	A	1		i

	2009	2008
	RM	RM
Bank balances	87,968.22	24,036.66
Reconciliation of bank balances: -		
At beginning of the year	24,036.66	27,811.31
Withdrawal of fixed deposits	502,124.53	-
Placement in fixed deposits	(400,000.00)	(40,000.00)
Purchase of investment		(10,000.00)
Purchase of office building	(44,927.75)	-
Income tax paid	(12,758.92)	(2,876.67)
Deposits paid	(1,248.00)	( <del>4</del>
Advance from members	5,060.00	
Surplus of receipts over payments	15,681.70	49,102.02
At end of the year	87,968.22	24,036.66

## 7. ADVANCE SUBSCRIPTION RECEIVED

	2009	2008
	RM	RM
Al-Ameen Serve Holdings Sdn. Bhd.		300.00
Mika Cemerlang Sdn. Bhd.	300.00	300.00
	300.00	600.00

## 8. OTHER PAYABLES AND ACCRUALS

	2009	2008
	RM	RM
Other payables	315,560.00	-
Accruals	1,330.00	5,094.50
	316,890.00	5,094.50

## 9. ACCUMULATED FUNDS

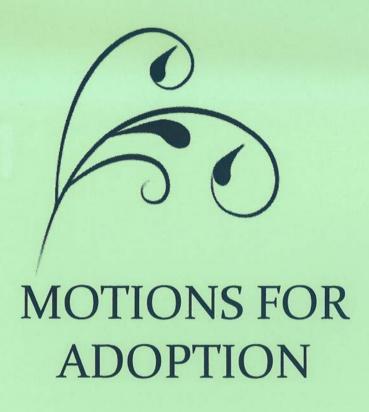
	2009	2008
	RM	RM
At beginning of the year	423,536.33	348,850.01
Surplus of income over expenditure	2,899.96	74,686.32
At end of the year	426,436.29	423,536.33

## 10. BUILDING FUND

	RM	RM
Building fund	468,560.37	468,560.37

Mine

LAW KING HUI PRESIDENT KOW CHING CHUAN TREASURER



## MOTION FOR ADOPTION

## Motion No 1

To consider and if thought fit, to pass the following resolution:

"RESOLVED THAT the Annual Subscription of the Malaysian Book Publishers Association be increased from RM300.00 to RM500.00 with effect from 2011."

Proposed by Mr Law King Hui and seconded by Mr Arief Hakim Sani bin Rahmat

## MOTION FOR ADOPTION

## Motion No 2

To consider and if thought fit, to pass the following resolution:

"RESOLVED THAT the registered address of the Malaysian Book Publishers Association be changed from

No 39, Jalan Nilam 1/2, Subang Square, Subang Hi-Tech Industrial Park, Batu 3, 40000 Shah Alam, Selangor Darul Ehsan.

to

No. 7-6, Block E2, Jalan PJU 1/42A, Dataran Prima, 47301 Petaling Jaya, Selangor."

Proposed by Mr Law King Hui and seconded by Mr Arief Hakim Sani bin Rahmat

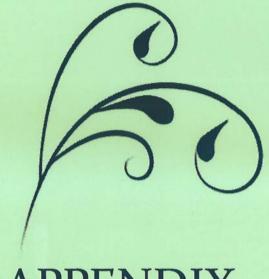
### MOTION FOR ADOPTION

## Motion No 3

Menimbang dan meluluskan cadangan agar persatuan menggunakan Bahasa Malaysia dalam semua urusan rasminya, termasuk;

- 1. Menghantar surat jemputan Mesyuarat Agung dalam Bahasa Malaysia
- 2. Menghantar memo atau notis menggunakan Bahasa Malaysia.
- 3. Menghantar yang berkaitan dengan undang-undang persatuan, peraturanperaturan persatuan dengan menggunakan Bahasa Malaysia.
- 4. Menggunakan Bahasa Malaysia semasa Mesyuarat Agung atau mesyuarat kecil
- 5. Menghantar peringatan kepada ahli dalam Bahasa Malaysia
- 6. Menggunakan Bahasa Malaysia semasa berkomunikasi dengan sesama ahli Persatuan.
- 7. Mendaulatkan Bahasa Malaysia dalam penerbitan buku.

Dicadangkan oleh Haji Hamzah Bin Osman, Pengurus Pustaka Syuhada



## **APPENDIX**

Appendix 1 – MABOPA New Constitution (approved on 17th Nov. 2009)

Appendix 2 - S&P of the new building

Appendix 3 – Issues that has been discussed with Y. Bhg. Tan Sri Dato' Hj. Alimuddin Bin Hj. Mohd Dom, Ketua Pengarah Pelajaran Malaysia during Majlis Rumah Terbuka Sempena Hari Raya Aidilfitri & Deepavali 2009

Appendix 4 – Keputusan Anugerah Buku Kebangsaan 2009

Appendix 5 - MATRADE proposed Work Programme 2010

Appendix 6 - Surat MyIPO

Appendix 7 – Letter to KP PNM: Isu-Isu Dalam Tender Perpustakaan Desa 2009

Appendix 8 – Memorandum from MITI Annual Dialog 2009 & Reply from MITI

Appendix 9 – Application from PPPBBM to become a shareholder of MBIC Sdn. Bhd.

Appendix 10 – Country Report for The 16th Annual General Assembly Asia Pacific Book Publishers Association (2-5 July 2009, Ulaanbaatar, Mongolia)

Appendix 11 – ABPA Strategic Plan 2009-2011

Appendix 12 – Copy of IKAPI-MABOPA Memorandum of Understanding & Deklarasi Kuala Lumpur



JABATAN PENDAFTARAN PERTUBUHAN NEGERI SELANGOR, TINGKAT 16 WISMA MBSA, PERSIARAN PERBANDARAN, 40000 SHAH ALAM



Telefon: 55106427, 55106479

Telefax: 55109281

Rujukan Kami: PPP/SEL0139/68 ( 25)

Tarikh:

30 November 2009



Setiausaha,
PERSATUAN PENERBIT BUKU MALAYSIA (MALAYSIAN BOOK PUBLISHERS ASSOCIATION)
39, JALAN NILAM 1/2, SUBANG SQUARE, SUBANG HI-TECH INDUSTRIAL PARK,
BATU TIGA,
40000 SHAH ALAM,
SELANGOR

Tuan,

## PERMOHONAN KEBENARAN PINDAAN UNDANG-UNDANG/UNDANG-UNDANG BARU

Nama Pertubuhan :
PERSATUAN PENERBIT BUKU MALAYSIA (MALAYSIAN BOOK PUBLISHERS ASSOCIATION)

Dengan hormatnya saya merujuk perkara tersebut di atas.

Sukacita bersama ini disertakan kelulusan Pendaftar Pertubuhan ke atas permohonan pindaan undang-undang berdaftar bagi pertubuhan tuan/puan seperti bertanda (X):
 a) Kebenaran Menukar Nama No. Ruj. ( )
 b) Kebenaran Menukar Alamat No. Ruj. ( )

c) Kebenaran Menukar Alamat Pos No. Ruj. (
d) Kebenaran Pindaan Undang-undang No. Ruj. (
Di Bawah Seksyen 11

e) Kebenaran Pindaan Undang-Undang No. Ruj. PPP/SEL0139/68() (X) Baru Di Bawah Seksyen 11

f) Kebenaran Menggunakan No. Ruj. ( )
Bendera/Lambang/Tanda Atau
Lencana Di Bawah Seksyen 50

- 3. Tuan/Puan diminta menarik perhatian kepada Seksyen 11, Akta Pertubuhan 1966 yang memperuntukkan bahawa setiap permohonan pindaan undang-undang hendaklah dikemukakan kepada Pendaftar Pertubuhan dalam tempoh 60 hari dari tarikh keputusan membuat pindaan tersebut. Tuan/puan adalah diingatkan bahawa permohonan tuan/puan yang akan datang, jika tidak memenuhi Seksyen 11, Akta, tidak akan dipertimbangkan dan tindakan di bawah Seksyen 11(2), Akta, boleh diambil terhadap pemegang-pemegang jawatan pertubuhan tuan/puan.
- 4. Sila ambil perhatian bahawa dengan kelulusan ini, tuan/puan adalah dikehendaki mentadbirkan pertubuhan tuan/puan mengikut kehendak undang-undang berdaftar pertubuhan sebagaimana dipinda sekarang.

Sekian, terima kasih.

## **'BERKHIDMAT UNTUK NEGARA'**

Saya yang menurut perintah,

( JULIAH BINTI A. RAZAK )

b.p. Penolong Pendaftar Pertubuhan, Selangor.

s.k.

lbu Pejabat Jabatan Pendaftaran Pertubuhan Malaysia (Ruj. PPM/SEL0577/68 ( ミナ) berkaitan)

## MALAYSIA AKTA PERTUBUHAN, 1966 (Seksyen 11)

#### **KELULUSAN UNDANG-UNDANG BARU**

Nama Pertubuhan:

PERSATUAN PENERBIT BUKU MALAYSIA (MALAYSIAN BOOK PUBLISHERS ASSOCIATION)

Alamat Berdaftar:

39, JALAN NILAM 1/2, SUBANG SQUARE, SUBANG HI-TECH INDUSTRIAL PARK, BATU TIGA, 40000 SHAH ALAM, SELANGOR.

Nombor Pendaftaran: 499

Adalah disahkan bahawa naskhah undang-undang yang salinannya dikembarkan beserta ini telah diluluskan dan boleh dijalankan mulai tarikh

17 haribulan November 2009

Undang-undang baru ini menggantikan undang-undang yang lama itu.

Bertarikh pada: 19 haribulan November 2009

MALAYSIA BU

( JULIAH BINTI A. RAZAK )

b.p. Pendaftar Pertubuhan Malaysia

### Rules & Constitution of the PERSATUAN PENERBIT BUKU MALAYSIA (MALAYSIAN BOOK PUBLISHERS ASSOCIATION) With Amendments up to 17 November 2009

#### **RULE 1**

#### Name and Place of Business

- 1. The Association shall be known as the Persatuan Penerbit Buku Malaysia (Malaysian Book Publishers Association).
- The registered address shall be at 39, Jalan Nilam 1/2, Subang Square, Subang Hi-Tech Industrial Park, Batu Tiga, 40000 Shah Alam, Selangor Darul Ehsan or at such other place as may from time to time be decided on by the Executive Committee. The registered address shall not be changed without the prior approval of the Registrar of Societies.

#### **RULE 2**

#### **Aims and Objectives**

- 1. To encourage the widest possible spread of publications.
- 2. To foster the development of the publishing industry in Malaysia.
- To promote, preserve and propagate Malaysia's heritage and cultural diversity through publications.
- 4. To encourage Malaysian authorship.
- To encourage the improvement of the technical and professional qualifications of members of the Association.
- To promote and protect by all lawful means the principles of copyright and to defend copyright against all infringements which may restrict the rights of copyright owner.
- To promote and protect by all lawful means the mutual interests of the members of the Association.
- 8. To examine all legislative proposals likely to affect the publishing industry and to support, oppose or secure amendments, as may be expedient.
- 9. To study and resolve problems related to the publishing industry.
- To encourage fair trade practices and maintain high standards of workmanship and service in the publishing industry.
- 11. To cooperate with other associations, organizations and bodies in their effort to promote reading and the publishing industry.
- 12. To purchase, take on lease or rent premises for use of the Association in line with its objectives.

#### Membership

- Any body registered in Malaysia and having publishing as its business activity is eligible to apply for membership of the Association.
- Application for membership shall be made to the Honorary Secretary on prescribed form. The applicant shall comply fully with the terms and conditions for memberships as stated in the prescribed form.
- Every application for membership shall be proposed and seconded by two members and shall be accompanied with entrance and annual subscription fees. The Honorary Secretary shall, at the immediate forthcoming Executive Committee meeting, submit the application for approval. The decision of the Executive Committee shall be final.
- The Executive Committee may invite any Association, Corporation, Institution or Person to become an Honorary Member of the Association. Such membership may be revoked by the Executive Committee if deem necessary.

An Honorary Member shall not be eligible to vote in any General Meetings of the Association or stand for election to any of the elected Committees of the Association.

- 5. A member shall nominate a person to represent him in the Association. Any change to the representation shall be conveyed to the Honorary Secretary in writing.
- Every applicant whose application has been approved as aforesaid shall be entitled to all privileges of membership.

#### **RULE 4**

#### Entrance Fee, Subscription and other dues

- The fee payable by any member shall be RM300.00 as Entrance Fee and RM300.00 as Annual Subscription.
- 2. The annual subscription shall be due for payment on 1<sup>st</sup> January each year to the Honorary Treasurer.
- 3. Any member who fails to pay his annual subscription by 1<sup>st</sup> March or the date of the Annual General Meeting, whichever is the earlier, shall not be allowed to attend General Meetings, vote, stand for election, submit nominations for Office-bearers, move motions for discussions and other privileges of membership.
- Any member whose membership has lapsed can apply for reinstatement on payment of all arrears and the approval is at the discretion of the Executive Committee
- 5. Any member whose membership has been terminated can reapply for new membership on payment of an Entrance Fee of RM1500 and an annual subscription fee of RM300, and the approval for membership is at the discretion of the Executive Committee.
- 6. Any member who has resigned can reapply on payment of all arrears, a new joining fee, and the approval is at the discretion of the Executive Committee.
- 7. Special subscriptions, levies for particular purposes may be raised from members by resolution of the General Meeting of the Association. If any member fails to pay such subscriptions within such period as may be resolved, the amount due shall be treated in the same way as arrears of yearly subscription.

8. Any member who wishes to resign from the Association shall give 14 days notice in writing to the Honorary Secretary.

#### **RULE 5**

#### **General Meeting**

- The management of the Association is vested in a General Meeting of the members. The quorum for a general meeting is one half of the total membership or twice the number of Executive Committee members, whichever is the lesser.
- Every member is entitled to send a representative to attend the Association's General Meetings.
- 3. If half an hour after the time appointed for the meeting a quorum is not present the meeting shall be postponed to a date (not exceeding 14 days) to be decided by the Executive Committee, and if a quorum is not present half an hour after the time appointed for the postponed meeting, the members present shall have power to proceed with the business of the day but they shall not have power to alter the Rules and Constitution of the Association.
- An Annual General Meeting of the Association shall be held not later than 30<sup>th</sup> April of each year. The business of the Annual General Meeting shall be:
  - To receive the Executive Committee's report of the Association for the previous year;
  - b) To receive the Honorary Treasurer's report and the audited accounts of the Association for the previous year;
  - c) To elect an Executive Committee and to appoint auditors once in 2 years.
  - d) To deal with such other matters as may be put before it.
- 5. A preliminary notice of the Annual General Meeting stating the date, the time and the place and calling for motions for discussion, motions for amendment of the Rules and Constitution and nominations for the election of the Office-bearers shall be sent by the Honorary Secretary to all members not later than 30 days before the date fixed for the meeting.
- 6. Nominations for the election of Office-bearers and motions for discussion at the meeting must be sent to reach the Honorary Secretary not later than 14 days before the date of the Annual General Meeting. In addition nominations can be called for at the Annual General Meeting itself and elections held according to normally accepted procedures.
- 7. The Honorary Secretary shall send to all members at least 7 days before the Annual General Meeting an agenda including copies of minutes and reports, motions and nominations for the election of Office-bearers, together with the audited accounts of the Association for the previous year.
- 8. An Extraordinary General Meeting of the Association shall be convened by the Executive Committee:
  - a) Whenever the Executive Committee deems it desirable, or
  - b) At the joint request in writing of not less than 2/3 or the membership, stating the objectives and reasons for such meeting.
- 9. An Extraordinary General Meeting requisitioned by members shall be convened at a date within thirty days of the receipt of such requisition.
- Notice and agenda for an Extraordinary General Meeting shall be forwarded by the Honorary Secretary to all members at least fifteen days before the date fixed for the meeting.

- 11. Paragraphs (1) and (3) of this rule regarding the quorum and the postponement of the Annual General Meeting shall apply also to an Extraordinary General Meeting, but with the proviso that if no quorum is present after half an hour for the time appointed for a postponed Extraordinary General Meeting the meeting shall be canceled, and no Extraordinary General Meeting shall be requisitioned for the same purpose until after the lapse of at least six months from the date thereof.
- 12. The Honorary Secretary shall forward to all members a copy of the draft minutes of each Annual and Extraordinary General Meeting within 60 days after its conclusion.

#### **Executive Committee**

 An Executive Committee consisting of 13 persons shall be elected at a General Meeting once in every two years. Its term automatically expires on the day of the next election. They are:

A President
A Deputy President
2 Vice-Presidents
An Honorary Secretary
An Honorary Treasurer, and
7 Ordinary Committee Members

The office-bearers of the Association and every officer performing executive functions shall be Malaysian citizens.

- 2. Nominations for elections shall be proposed and seconded and election be held by a simple majority vote of the members at the General Meeting. Executive Committee members shall be eligible for re-election.
- 3. The function of the Executive Committee is to organize and to supervise the activities of the Association and to make decisions on matters affecting its running within the general policy laid down by the general wishes of the General Meeting without prior reference to it and shall always remain subordinate to the General Meeting. It shall furnish a report to each Annual General Meeting on its activities during the previous year.
- 4. The Executive Committee shall meet at least once every three months and 14 days notice for such meetings shall be given to its members. The President acting alone or not less than three of its members acting together may call for a meeting of the Executive Committee to be held at any time provided at least 7 days notice is given. At least one-half of the Executive Committee members must be present to constitute a quorum.
- Motions put forward at Executive Committee meetings shall be passed by a simple majority of the Executive Committee members present.
- 6. Where any urgent motion requiring the approval of the Executive Committee arises and it is not possible to convene a meeting, the Honorary Secretary may obtain such approval by means of a Circular Letter. The following conditions must be fulfilled before a decision of the Executive Committee is deemed to have been obtained.
  - a) The motion must be clearly set out in the circular and forwarded to all members of the Executive Committee.
  - b) At least one-half of the members of the Executive Committee must indicate whether they are in favour or against the motion; and
  - c) The decision must be by a majority vote.

Any decision obtained by way of a Circular Letter shall be reported by the Honorary Secretary at the next Executive Committee meeting and be recorded in the minutes thereof.

- Any member of the Executive Committee who fails to attend three consecutive meetings
  of the Executive Committee without satisfactory explanation in writing shall be deemed to
  have resigned from the Executive Committee.
- 8. In the event of the death or resignation of a member of the Executive Committee the candidate who received the next highest number of votes at the previous election for the post affected shall be invited to fill the vacancy. If there is no such candidate or if such a candidate declines to accept office, the Executive Committee shall have the power to coopt any other member of the Association to fill the vacancy until the next Annual General Meeting.
- 9. The Executive Committee may appoint officers for the Association as it deems necessary.
- Between Annual General Meetings the Executive Committee shall interpret the rules of the Association and, when necessary, determine any point on which the rules are silent.
- 11. Except where they are contrary to or inconsistent with the policy previously laid down by the General Meeting the decisions of the Executive Committee shall be binding on all members of the Association unless and until countermanded by a resolution of the General Meeting.

#### **RULE 7**

#### **Duties of Office-bearers**

- The President shall during his term of office preside at all general meetings and meetings
  of the Executive Committee and shall be responsible for the proper conduct of all such
  meetings. He shall sign the minutes of each meeting at the time they are approved. He
  shall, as per the financial provisions of the constitution, sign cheques on behalf of the
  Association.
- The Deputy President shall deputies for the President during the latter's absence.
- 3. The Honorary Secretary shall conduct the business of the Association in accordance with the rules, and shall carry out the instructions of the General Meeting and of the Executive Committee. He shall be responsible for conducting all correspondence and keeping all books, documents and papers except the accounts and financial records. He shall attend meetings and record the proceedings. In conjunction with the President, Deputy President and Honorary Treasurer, he shall sign cheques on behalf of the Association. He shall file annual returns within 60 days from the date of the annual general meeting to the Registrar of Societies.
- The Honorary Treasurer shall be responsible for keeping records of all accounts and financial transactions of the Association. He shall also sign cheques on behalf of the Association.
- 5. The Ordinary Committee Members shall assist the Office-bearers in carrying out their duties.
- The 2 Vice-Presidents shall assist the President and the Deputy President in all operational matters regarding the Association.

#### **Financial Provisions**

- Subject to the following provision in this rule, the funds of the Association may be expended for any purpose necessary for the carrying out of the objectives, including the expenses of its administration, the payment of salaries, allowances and expenses to its Office-bearers and officers, and the audit of its accounts, but they shall on no account be used to pay the fine of any members who may be convicted in a court of law.
- The Honorary Treasurer may hold a petty cash advance not exceeding RM1000.00 at any one time. All money in excess of this sum shall within 3 days of receipt be deposited in a bank approved by the Executive Committee. The Bank Account shall be in the name of the Association.

All cheques or withdrawal notices on the Association's account shall be signed jointly by any three (3) of the following: the President, the Deputy President, the Honorary Secretary and the Honorary Treasurer.

- 3. No expenditure exceeding RM500.00 at any one time shall be incurred without the prior sanction of the Executive Committee, and no expenditure exceeding RM1,000.00 in any one month shall be incurred without the prior sanction of the Executive Committee. Expenditure less than RM500.00 may be approved jointly by the President and the Honorary Secretary.
- 4. As soon as possible after the end of each financial year, a statement of receipts and payments and a balance sheet for the year shall be prepared and audited by the Auditor or Auditors appointed under Rule 9. The audited accounts shall be submitted for the approval of the next Annual General Meeting, and copies shall be made available at the registered place of business of the Association for the perusal of members.
- The financial year of the Association commences on 1<sup>st</sup> January and ends on 31<sup>st</sup> December.

#### **RULE 9**

#### **Audit**

- Two (2) persons, who shall not be Office-bearers of the Association, shall be appointed by the Annual General Meeting as Internal Auditors. They shall hold office for 2 years.
- The Annual General Meeting shall appoint as paid auditor a qualified accountant or firm of accountants who shall not be a member of the Association. The Auditor thus appointed shall hold his appointment until he resigns or until his appointment is otherwise terminated by the General Meeting.

The Auditors shall be required to audit the accounts of the Association for the year, and to prepare a report or certificate for the Annual General Meeting. They may also be required by the Executive Committee to audit the accounts of the Association for any period within their tenure of office at any date, and to make a report to the Executive Committee.

#### **Property**

- 1. The movable property of the Association shall be vested for the time being in the Executive Committee of the Association. The immovable property of the Association shall be registered in the name of the Association and all instruments relating to the property shall be executed by the President, the Deputy President, the Honorary Secretary and the Honorary Treasurer for the time being of the Association. Their appointment shall be authenticated by a certificate of the Registrar of Societies and sealed with the seal of the Association.
- The movable and immovable property of the Association shall not be sold, leased, charged, transferred or dealt with in such manner so as to divest any interest in the property without the prior consent and authority of the General Meeting.

#### **RULE 11**

#### **Prohibitions**

- Neither the Association nor its members shall attempt to restrict or in any other manner interfere with the trade or prices or engage in any Trade Union activities as defined in the Trade Union Ordinance 1959.
- The Association shall not hold any lottery, whether confined to its members or not, in the name of the Association or its Office-bearers or other members of the Executive Committee.
- No University/College student can be allowed to be a member of the Association without the prior written approval from the Vice Chancellor of the university concerned.
- 4. None of the following games shall be played in the premises of the Association: Roulette, Lotto, Fan Tan, Poh, Peh Bin, Belangkai, Pai Kau, Tau Ngau, Tien Ngau, Tien Kow, Chap Ji Kee, Sam Cheong, Twenty One, Ten and a half, all games of dice, banker's games, all video games of mere chance.

#### **RULE 12**

#### **Amendment of Rules**

These rules may not be altered or amended except by a resolution supported by 2/3 majority of members present at a General Meeting. Any amendment to the Rules shall be submitted to the Registrar of Societies within 60 days after the decision to make such amendment has been duly passed by the General Meeting. Such alterations or amendments shall take effect from the date of their approval by the Registrar of Societies.

#### Dissolution

- The Association may be voluntarily dissolved by a resolution of not less than threefifths of the total membership present and voting at an Extraordinary General Meeting convened for such purpose.
- In the event of the Association being dissolved as provided above, all debts and liabilities legally incurred on its behalf shall be fully discharged, and the remaining funds shall be disposed of in such manner as may be decided upon by a General Meeting.
- 3. Notice of dissolution shall be forwarded to the Registrar of Societies within fourteen (14) days after the dissolution.

#### **RULE 14**

#### Logo

 The logo shall be as shown below in green with the design of an open book within a circle.



Dated the

day of 0 8 SEP 2009

2009

## SALE AND PURCHASE AGREEMENT

## BETWEEN

# LIM FONG FEE & TAN AH HUAT @ TAN SAY HUAT

["the Vendors"]

## AND

## PERSATUAN PENERBIT BUKU MALAYSIA

(Registration No. 499 (Selangor))
["the Purchaser"]

Prepared by:

#### **VENDORS' SOLICITORS:**

#### MESSRS. ARIFIN & PARTNERS

Advocates & Solicitors
Unit No. A-3-8, Block A, Megan Avenue 1
No. 189, Jalan Tun Razak
50400 Kuala Lumpur
Tel: (603) 2164 2818 Fax: (603) 2162 4358
E-Mail: APlaw@arifinpartners.com

Ref: 2009124/TWH/G/Sh

## PURCHASER'S SOLICITORS:

#### MESSRS. GIDEON TAN RAZALI ZAINI

Advocates & Solicitors 812, 8<sup>th</sup> Floor, Block A, Kelana Square, 17 Jalan SS 7/26, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia. Tel: (603) 7803 6866 Fax: (603) 7803 8015 E-Mail: gtrz@gtrz.com.my

Ref: MPY/6259/2009

THIS AGREEMENT is made this

day of

0 8 SEP 2009

Between

LIM FONG FEE (NRIC NO.450328-08-5377) of No.103 Jalan Ahthinahapan 1, Taman Tun Dr Ismail, 60000 Kuala Lumpur and TAN AH HUAT @ TAN SAY HUAT (NRIC No.450709-08-5047) of No.5 Jalan SS 3/94, 47300 Petaling Jaya, Selangor Darul Ehsan (hereinafter collectively referred to as "the Vendor") of the one part;

And

PERSATUAN PENERBIT BUKU MALAYSIA (Registration No. 499 (Selangor)) an association registered in Malaysia under the Societies Act 1966 and having its business address at No. 39, Jalan Nilam ½, Subang Square, Subang Hi-Tech Industrial Park, Batu Tiga, 40000 Shah Alam, Selangor Darul Ehsan (hereinafter referred to as "the Purchaser") of the other part.

The Vendor and the Purchaser shall, where applicable, be collectively referred to as "the Parties" and each "a Party".

#### WHEREAS:

- 1. The Vendor is the legal and beneficial owner of the an office lot identified as Parcel No.E13-L5 Block E Level 5<sup>th</sup> Floor Dataran Prima held under strata title No.Berdaftar Geran 46496/M1-A/6/119 No. Petak 119 dalam Tingkat 6 Bangunan M1-A Lot 42440 Pekan Cempaka Daerah Petaling Negeri Selangor ("the Strata Title") with land area approximately 1733 square feet bearing its postal address known as Unit No.7-6 Block E2 Jalan PJU 1/42A, Dataran Prima, 47301 Petaling Jaya (hereinafter referred to as "the said Property").
- 2. The said Property is presently free from encumbrances.
- The Strata title to the said Property is presently registered in the name of Puncak Kencana Sdn Bhd (309545-A) (hereinafter referred to as "the Developer") pursuant to the Sale and Purchase Agreement made between the Developer of the one part and the Vendor of the other part dated 19<sup>th</sup> May 1997 ("Principal Agreement") and the same has not been transferred into the name of the Vendor. A copy of the Strata title is annexure hereto as Appendix "A"
- 4. Pursuant to the Developer's letter dated 12.8.2009 ("Developer's Consent") the Developer has agreed to transfer the said Property to the Purchaser by executing a direct memorandum of transfer to the Purchaser ("Direct Transfer") upon and subject to the compliance of all the terms and conditions therein contained. A copy of the Developer's Consent is annexure hereio as Appendix "B"

- 5. The Purchaser may be applying for a loan from a licensed bank or finance company (hereinafter referred to as "the Financier") on the security of a first charge under the National Land Code 1965 over the said Property to assist in the purchase of the said Property.
- 6. The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase the said Property free from all encumbrances basis subject to all conditions of title and restrictions in interest whether express or implied in the Master Title or the Strata Title to the said Property and to the existing category of land use to the said Property with vacant possession on an "as is where is" basis as per the date of this Agreement at the total purchase price of Ringgit Malaysia: THREE HUNDRED FORTY FIVE THOUSAND (RM345,000-00) only (hereinafter referred to as the "Purchase Price") upon and subject to the terms and conditions hereinafter contained.
- 7. The Vendor has appointed M/s Arifin & Partners of Unit No.A-3-8 Block A, Megan Avenue 1, No.189 Jalan Tun Razak, 50400 Kuala Lumpur (hereinafter referred to as the "Vendor's Solicitors") as the Vendor's Solicitors.
- 8. The Purchaser has appointed M/s Gideon Tan Razali Zaini of an Advocates & Solicitors of No.812, 8<sup>th</sup> Floor, Block A, Kelana Square, No.17 Jalan SS 7/26, 47301 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as the "Purchaser's Solicitors") as the Purchaser's Solicitors.

#### NOW IT IS HEREBY AGREED as follows:

#### 1. AGREEMENT

1.1 Subject to the terms and conditions hereinafter appearing the Vendor shall sell and the Purchaser shall purchase the said Property free from all encumbrances basis and and subject to all conditions of title and restrictions in interest whether express or implied in the Master Title or the Strata Title to the said Property and to the existing category of land use to the said Property with vacant possession on an "as is where is" basis as per the date of this Agreement at the Purchase Price upon and subject to the terms and conditions hereinafter contained.

## 2. **CONDITION PRECEDENT**

- 2.1 The Vendor shall at his own cost and expenses (including payment of the administrative charges and all the outgoing payments due to the Developer) produce the Strata Title and the executed Direct Transfer from the Developer within Three (3) months from the date of this Agreement (hereinafter referred to as "the Consent Period").
- 2.2 It is hereby expressly agreed that each of the parties hereto shall do all acts furnish all information and execute all application documents and instruments that are necessary for obtaining the executed of the Direct Transfer from the Developer any delay by the Purchaser in executing or delivery any documents required in the Developer's Consent shall not be computed into the Consent

Period for the Vendor to obtain the executed Direct Transfer from the Developer.

2.3 In the event that the Direct Transfer cannot be obtained for any reason(s) whatsoever within the Consent Period or such extension of time which may be agreed between the parties, this Agreement shall be terminated and in the event that this Agreement is terminated the Vendor shall on termination of this Agreement refund to the Purchaser the Deposit together with any monies paid by the Purchaser to the Vendor towards the Purchase Price free of interest within seven (7) Business Day from the date of receipt by the Vendor of the written notification and thereafter this Agreement shall become null and void and cease to have any further force or effect.

## 3. TIME AND MANNER OF PAYMENT OF THE PURCHASE PRICE

- 3.1 The Purchase Price for the said Property shall be paid by the Purchaser at the times and in the manner hereinafter appearing:
- 3.1.1 Prior to the execution of this Agreement the sum of Ringgit Malaysia:SIX THOUSAND NINE HUNDRED (RM6,900-00) only (hereinafter referred to as "the Earnest Deposit") has been paid by the Purchaser to the Vendor and simultaneously upon the execution of this Agreement the sum of Ringgit Malaysia TWENTY SEVEN THOUSAND SIX HUNDRED (RM27,600-00) only (hereinafter referred to as "the Balance Deposit") shall be paid by the Purchaser to the Vendor (the receipt of which the Vendor hereby acknowledges) (the Earnest Deposit and the Balance Deposit shall hereinafter collectively be referred to as "the Deposit") and shall in the event of completion of the sale and purchase herein be part payment towards the Purchase Price.
- 3.1.2 The Purchaser shall pay to the Vendor's Solicitors as stakeholders the balance of the Purchase Price in the sum of Ringgit Malaysia THREE HUNDRED TEN THOUSAND FIVE HUNDRED (RM310,500-00) only (hereinafter referred to as "the Balance Sum") within Ninety (90) days from the date of receipt by the Purchaser's Solicitors of the duly executed Direct Transfer by the Developer (the last day for payment shall hereinafter be referred to as the "Completion Date").
- 3.1.3 In the event that the Purchaser shall fail to pay the Balance Sum on or before the Completion Date, the Vendor shall automatically grant to the Purchaser an extension of Thirty (30) days from the Completion Date (the last day for payment shall be referred to as the "Extended Completion Date") notwithstanding that no written request for such an extension of time was given to and received by the Vendor or the Vendor's Solicitors prior to the Completion Date PROVIDED ALWAYS THAT the Purchaser shall pay to the Vendor simultaneously with the payment of the Balance Sum interest at the rate Eight percent (8%) per annum (hereinafter referred to as "the Agreed Interest") on the outstanding sum due to the Vendor from the Completion Date to the date of actual payment of the outstanding sum within the Extended Completion Date calculated on a daily basis based on a 365 day year.

- 3.2 Where the Purchaser had obtained the Loan from the Financier the written undertaking (hereinafter referred to as "Financier's Undertaking") from the Financier to release the Loan or any part thereof to the Vendor by way of depositing with the Vendor's Solicitors as stakeholders towards payment and account of Balance Sum within the time stipulated herein shall only be deemed to be effective payment under Clause 3.1.2 of the Balance Sum or any part thereof for the purpose of redeeming the said Property and delivering the documents referred to in Clause 7 herein to the Financier or its solicitors in the manner as particularly set out therein provided that:
  - a. if the Loan amount approved by the Financier shall be less than the Balance Sum, the Purchaser shall first paid to the Vendor's Solicitors as stakeholders the difference between the Loan and the Balance Sum (hereinafter referred to as "the Differential Sum"), and
  - b. the Loan released by the Financier is paid in full and received by the Vendor's Solicitors on or before the Completion Date or the Extended Completion Date as the case may be.

AND in the event the Financier shall fail to release and pay the Loan to the Vendor's Solicitors on or before the Extended Completion Date, the Purchaser shall have defaulted in the payment of the Balance Sum or part thereof unless the Vendor expressly grant in writing to the Purchaser a further extension of time to complete the sale and purchase herein.

AND Further Provided where the payment of the Balance Sum by the Purchaser or the Financier is effected by cheque or bank draft, such payment is only deemed effected upon the clearance of the same PROVIDED THAT the cheque or bank draft shall be presented for clearance within the next Business Day after receipt thereof by the Vendor's Solicitors.

- 3.3 The Vendor shall do and execute all such acts things instrument and documents that may be necessary and expedient for the completion of the sale and purchase herein and this Agreement and will comply with all reasonable requests of the Financier including the execution of a Letter of Undertaking addressed to the Financier undertaking to refund the Loan to the Financier in the event the Direct Transfer in favour of the Purchaser cannot be registered with the relevant authority for any reason whatsoever (hereinafter referred to as "the Vendor's Undertaking").
- 3.4 The Vendor shall at the request of the Financier give access or cause to be given access to the Financier officer and/or the Financier's valuer to enter upon the said Property to conduct a valuation of the said Property for the purpose of processing the Loan applied for by the Purchaser subject to prior arrangements being made with the Vendor and the availability of the Vendor.

#### 4. SUSPENSION OF TIME

Notwithstanding anything to the contrary herein contained, it is hereby agreed that in the event the payment of the Balance Sum is delayed by reason of the

Vendor not providing to the Purchaser or the Financier's solicitors:

- (a) the Vendor's Undertaking within ten (10) days of a written request to the Vendor's Solicitors being made for the same, and or
- (b) the Strata Title to the said Property free from all encumbrances and other relevant documents for registration of the Direct Transfer within ten (10) days from the date of the Vendor's Solicitors in receipt of the Differential Sum (if any) and the Financier's Undertaking of which such delay is not caused by the Purchaser's act and omission in complying with the terms and conditions imposed on the Purchaser by the Developer stated in the Developer's Consent, then the time taken for the Vendor or the Developer to deliver the respective documents stated above in excess of the ten (10) days stated above shall not be taken into account in the computation of the Completion Date or the Extended Completion Date and the Completion Date or the Extended Completion Date shall be deemed automatically extended by the same number of days of such delay, free of interest.

## 5. **DIRECT TRANSFER**

- 5.1 The Purchaser's Solicitors shall and are hereby authorised by the parties hereto to date the Direct Transfer as soon as practicable to the appropriate authority for adjudication of stamp duty payable thereon and for payment of stamp duty and after the Direct Transfer has been adjudicated and stamped the Purchaser's Solicitors shall retain the Direct Transfer pending completion of the payment of the Balance Sum by the Purchaser.
- 5.2 The Purchaser shall and hereby undertake to pay the stamp duty payable on the Direct Transfer upon receipt of notification from the Purchaser's Solicitors of the stamp duty payable within the time period stated in such notification and any penalties payable thereon.
- 5.3 The Purchaser hereby declares and confirms that although the Vendor has, at the Purchaser's request, agreed to deliver the Direct Transfer in accordance with Clause 5.1 above, the Direct Transfer executed by the Developer is for the purpose of Clause 5.2 above only and for no other reason and the acknowledgement of receipt of the consideration stated in the Direct Transfer shall not be construed as or admitted as evidence of payment in full of the consideration stated therein by the Vendor to the Purchaser.

## 6. VENDOR'S DOCUMENTS AND PURCHASER'S DOCUMENTS

- 6.1 Simultaneously with the execution of this Agreement, the Vendor shall furnish or cause to furnish the following documents to the Purchaser's Solicitors:
  - (a) A copy of the Strata Title to the said Property;
  - (b) A certified true copy of the Vendor's identity card (back and front);
  - (c) A copy each of the receipts for the maintenance and assessment charges for the current period in respect of the said Property; and

- (d) A copy of the certificate of fitness of the said Property.
- 6.2 Simultaneously with the execution of this Agreement, the Purchaser shall furnish or cause to furnish the following documents to the Vendor's Solicitors:
  - (a) A certified true copy (by the Purchaser's secretary) of the Purchaser's Rules and Constitution;
  - (b) The Purchaser's General Meeting's resolutions authorising the acquisition of the said Property from the Vendor at the Purchase Price and authorising the execution of the relevant documents and affixing of the Purchaser' common seal on any documents as may be required in respect of the acquisition of and/or transfer of the said Property.

## 7. RELEASE OF DOCUMENTS

- 7.1 Upon receipt of the Balance Sum under Clause 3.1.2 hereof or, in the event the Purchaser obtain a Loan, upon receipt of the Differential Sum and the Financier's Undertaking the Vendor's Solicitors shall cause the delivery of the Original Strata Title, the latest quit rent receipt together with any other document incumbent upon the Vendor to produce to facilitate the transfer of the said Property to the Purchaser free from all encumbrances (hereinafter collectively referred to as "the Documents") to the Purchaser's Solicitors or the Financier (if any) or its solicitors for the presentation of the Direct Transfer for registration.
- 7.2 The parties hereto hereby agree that the Furchaser's Solicitors shall be expressly authorised upon receipt of the Original Strata Title and the Documents to present the same together with the Direct Transfer for registration at the appropriate land registry or to forward the same to the Financier or its solicitors (if any) for such purpose and such presentation of the Direct Transfer, the Original Title and the Documents for registration shall be within Ten (10) working days after the Purchaser's Solicitors or Financier's solicitors have received the Original Strata Title and the Documents. The Purchaser shall cause the notification of such presentation to the Vendor's Solicitors immediately after the said presentation.

## 8. RELEASE OF THE BALANCE SUM

The Vendor's Solicitors shall be and are irrevocably authorised to release the Balance Sum in the following manners:-

- (i) to retain such amount as may be required for the interest on late delivery of vacant possession (if any) hereinabove referred to in Clause 12.1;
- to retain such amount as may be required for the apportionment of outgoings if the same shall remain outstanding hereinafter referred to in Clause 12;
- (iii) to release the Balance Sum or such part thereof to the Vendor within fourteen (14) days after presentation of the Direct Transfer in favour of

the Purchaser for registration at the relevant land office or Twenty-one (21) days after the Original Strata Title and all other documents necessary to effect the registration of the Direct Transfer are received by the Purchaser's Solicitor or the Financier's Solicitors, whichever is earlier PROVIDED THAT the Purchaser's Solicitors or the Purchaser's Financier's solicitors (as the case may be) have not at any time prior thereto received any notice of any rejection of presentation for registration of the Direct Transfer from the relevant land office/registry and that vacant possession of the said Property has been delivered to the Purchaser.

## 9. NON-REGISTRATION OF THE DIRECT TRANSFER

- 9.1 In the event that the Direct Transfer is rejected for registration by the relevant authority for any reasons that are not attributable to the parties hereto save and except for technical and minor defects which can be remedied by the parties hereto then in such case the Vendor shall refund free of interest to the Purchaser the Deposit and all such other sums as have been paid by the Purchaser under the provisions of this Agreement within fourteen (14) days from the date of notification by the Purchaser's Solicitors except for such sums being the Loan released by the Financier under the provisions of this Agreement which shall be refunded free of interest by the Vendor to the Financier subject to the Purchaser or the Financier as the case may be having first returned to the Vendor or the Vendor's Solicitors the Original Strata Title, the Documents, the Direct Transfer (Provided that if the Direct Transfer is required by the Collector of Stamp Duty for the purpose of refunding any stamp duty paid by the Purchaser, the Purchaser shall cause the Direct Transfer to be returned to the Vendor immediately after the Direct Transfer with the stamp duty duly cancelled has been returned by the Collector of Stamp Duty) and any other relevant documents to the Vendor and/or the Vendor's Solicitors AND PROVIDED that the Purchaser shall have first re-deliver vacant possession of the said Property to the Vendor where vacant possession of the said Property had been delivered to the Purchaser by the Vendor.
- 9.2 It is hereby agreed that if the said sums are not refunded to the Purchaser and or the Financier as the case may be within fourteen (14) days of the same becoming due and payable in accordance with Clause 9.1 hereof, the Vendor shall pay to the Purchaser interest thereon at the rate of eight per cent (8%) per annum for the period from the due date to the date of payment.

## 10. <u>DEFAULT BY THE VENDOR</u>

10.1 In the event that the Vendor defaults or wilfully refuses to complete the sale herein within the Completion Date or the Extended Completion Date or commits any breach of the terms or conditions herein contained,, and if the Purchaser shall have performed and observed its obligations and liabilities hereunder on his part to be performed and observed then the Purchaser shall be entitled:

- at its option to take such action as may be necessary to compel specific performance of this Agreement and for damages for such breach, or
- b. if the Purchaser shall so elects by notice in writing to the Vendor, the Vendor shall refund free of interest to the Purchaser within fourteen (14) days from the said notice to the Vendor, the Deposit and all other money(s) paid by the Purchaser to the Vendor towards the Purchase Price under this Agreement and the Vendor shall pay to the Purchaser a further sum equal to the Deposit as agreed liquidated damages, failing which the Vendor shall pay to the Purchaser interest at the rate of eight per cent (8%) per annum on the said sum for the period from the due date to the date of payment.

Thereafter this Agreement shall become null and void and of no effect whatsoever.

## 11. <u>DEFAULT BY THE PURCHASER AND FORFEITURE</u>

In the event that the Purchaser fails to pay the Balance Sum under Clause 3 or any part thereof or commits any breach of the terms or conditions herein contained, and if the Vendor shall have performed and observed its obligations and liabilities hereunder on his part to be performed and observed then without prejudice to the rights of the Vendor hereunder, the Vendor is entitled to summarily terminate this Agreement which shall be deemed to be annulled and the following consequences shall ensue that is to say:

- (a) the Vendor shall be entitled to deal with or otherwise dispose of the said Property in such manner as the Vendor shall see fit as if this Agreement had not been entered into;
- (b) all moneys previously paid by the Purchaser to the Vendor excluding any interest paid shall be dealt with and disposed of as follow:
  - firstly, a sum equal to the Deposit shall be paid to and forfeited by the Vendor as agreed liquidated damages ("Agreed Liquidated Damages"); and
  - ii. secondly, the residue thereof shall be refunded to the Purchaser free of interest within fourteen (14) days from the date of termination of this Agreement as herein provided, failing which the Vendor shall pay to the Purchaser interest at the rate of eight per cent (8%) per annum on the said residue for the period from the due date to the date of payment.
- (c) in exchange for such refund (if any) as aforesaid, the Purchaser's Solicitors shall have first returned or cause to be returned to the Vendor's Solicitors the Original Strata Title free from all encumbrances,

the Documents and the Direct Transfer or (Provided that if the Direct Transfer is required by the Collector of Stamp Duty for the purpose of refunding any stamp duty paid by the Purchaser, the Purchaser shall cause the Direct Transfer to be returned to the Vendor immediately after the Direct Transfer with the stamp duty duly cancelled has been returned by the Collector of Stamp Duty) and the Purchaser shall have first at his own cost and expense remove or cause to be removed immediately any private caveat or other encumbrances lodged by or for and on behalf of the Purchaser over or affecting the said Property.

Thereafter this Agreement shall become null and void and be of no further effect and neither party hereto shall have any further claims action or proceedings against the other in respect of or arising out of this Agreement but without prejudice to any right which either party may be entitled to against the other party of any antecedent breach of this Agreement.

## 12. VACANT POSSESSION AND OUTGOINGS

- 12.1 Vacant possession of the said Property shall only be delivered to the Purchaser within three (3) Business Days ("the Possession Date") after the Vendor's Solicitor are in receipt of the Balance Sum and the Agreed Interest (if any) provided further that the Purchaser shall also settle all apportioned quit rent, assessment, sewerage charges and other lawful outgoings in accordance with Clause 12.2 of this Agreement to the Vendor's Solicitors if all outgoing receipts are in the possession of the Purchaser's Solicitors before the expiry of the Possession Date.
- All water, sewerage, electricity and telephone bills, drainage, assessment and other outgoings in respect of the said Property shall be apportioned between the Vendor and the Purchaser as at the date of full payment of the Balance Sum to the Vendor's Solicitors as stakeholder and the Vendor shall pay to the Purchaser or the Purchaser shall pay to the Vendor such sum or sums due from one to the other as the case may be forthwith upon demand upon production of the relevant receipts.
- 12.3 In the event that the Vendor shall have made advance payments to the Developer's management office for the deposit and service charges etc in respect of the said Property which shall be transferred to the Purchaser upon completion of this Agreement, the Purchaser shall pay to the Vendor such advance payments on the Possession Date.
- 12.4 In the event that the Vendor fails to deliver vacant possession of the said Property to the Purchaser on the Possession Date, the Vendor shall pay to the Purchaser agreed liquidated damages calculated at the rate of Eight per cent (8%) per annum of the Purchase Price from the Possession Date to the date of actual delivery of vacant possession of the said Property to the Purchaser calculated on a daily basis based on a 365 day year.

## 13. REPRESENTATIONS WARRANTIES AND UNDERTAKINGS OF VENDOR AND PURCHASER

- 13.1 The Vendor hereby represents, warrants and undertakes with the Purchaser as follows:
  - a. that the Vendor is the legal and beneficial owner of the said Property;
  - b. that the Vendor shall, upon request, issue a written undertaking to the Financier to refund the Loan granted to the Purchaser in the event the Direct Transfer is not registered for any reason whatsoever resulting in the charge in favour of the Financier not being registered.
  - c. that there is no previous sale or agreement for the sale of the said Property or any part or portion thereof which is still subsisting and which has not been validly and lawfully terminated or rescinded and that there are no claims interest or restriction in relation to or relating to or affecting the said Property or any part or portion thereof or which may affect the Vendor's right or capacity to sell the said Property other than as described in this Agreement;
  - d. that the Vendor is not a bankrupt nor have any bankruptcy proceedings commenced against the Vendor;
  - e. that to the best knowledge and belief of the Vendor as at the date of this Agreement there are no legal proceedings, prohibitory orders, injunctions (interim or otherwise) or any orders or judgements of whatsoever nature prohibiting, hindering, restricting, limiting or delaying the Vendor from selling the said Property or any part thereof to the Purchaser in the terms of this Agreement or otherwise;
  - f. All quit rent, assessment, charges, rates and other outgoings in respect of the said Property would have been paid as required by the relevant authorities.
  - g. The Vendor shall maintain and ensure that the said Property shall be in and of the same condition state and nature (fair wear and tear excepted) at the date of vacant possession as its condition state nature at the date of this Agreement;
  - h. That immediately before the delivery of vacant possession under Clause 7, there is no tenancy agreement whatsoever entered into by the Vendor shall remain effective and that there is no existing tenant occupying the said Property;
  - The Certificate of Fitness for Occupation in respect of the said Property has been issued by the relevant authorities.
  - j. The Vendor will not prior to the date of completion create, extend, grant or issue any mortgages, charges, debentures or other securities that may affect the sale of the said Property to the Purchaser.

- 13.2 The Purchaser hereby represents, warrants and undertakes with the Vendor as follows:-
  - (a) that the Purchaser is not in liquidation nor there are any foreclosure or winding up proceedings taken against the Purchaser;
  - (b) that entry into and performance of this Agreement by the Purchaser will not violate any of its existing obligations.
- 13.3 The parties hereto agree that the truth and correctness of all the matters stated in the representations, warranties and undertakings contained in Clauses 13.1 and 13.2 shall form the basis of the Vendor's and Purchaser's agreement to sell and purchase the said Property. Each of such representations, warranties and undertakings shall survive the execution of this Agreement and shall be deemed to have been repeated as at the Completion Date and Extended Completion Date aforesaid.
- In the event there is any breach of the warranties, undertakings, mispresentation or non fulfillment by the Vendor of the warranties or undertakings as stipulated in item 13.1 above and written notice has been given to the Vendor to rectify the same within fourteen (14) days (on the understanding that any number of days taken to rectify such breach shall be added to the Completion Date or Extended Completion Date as the case may be without interest) of receipt of notification and the Vendor fails to rectify the same, then in such event, the Purchaser shall be entitled to treat the sale and purchase hereunder of the said Property as rescinded on the date of receipt by the Vendor of the aforesaid notice and the provision of Clause 10.1 shall then be applicable.

# 14. NOTIFICATION OF INLAND REVENUE

Pursuant to the Real Property Gains Tax (Exemption)(No.2) Order 2007 an exemption is granted from the provisions of the Real Property Gains Tax 1976 in respect of the disposal of a chargeable gain after the 31<sup>st</sup> day of March 2007. In view thereof, neither the Vendor nor the Purchaser is required to notify the Director General of Inland Revenue of the sale and purchase herein within thirty (30) days from the date of the execution of this Agreement.

# 15. GOVERNMENT ACQUISITION

15.1 The Vendor hereby warrant and undertake to the Purchaser that as at the date of execution of this Agreement there has not been any acquisition of the said Property or any part intended acquisition by any governmental statutory urban or municipal authority and that no advertisement in the Government Gazette of such intention has been published pursuant to either Section 4 or Section 8 of the Land Acquisition Act, 1960.

15.2 In the event of any governmental statutory urban or municipal competent authority acquiring or exercising any right or taking any step under the Land Acquisition Act 1960 and/or any other relevant legislation to acquire the said Property for any purpose whatsoever between the date of this Agreement and the Completion Date or the Extended Completion Date as the case may be the Purchaser shall be lawfully entitled within fourteen (14) days of receipt of such notice from the Vendor (which notice the Vendor undertake to deliver to the Purchaser immediately upon receipt thereof)

#### EITHER

- (a) to continue with and complete this Agreement PROVIDED ALWAYS that the Vendor shall immediately notify the relevant authority of the Purchaser's interest in the said Property and the terms of this Agreement and thereupon the Vendor shall in all matters of this Agreement covering the acquisition act upon and in accordance with the instructions of the Purchaser and shall do all such acts and things at the cost of the Purchasers) as may be reasonably required by the Purchaser for the purpose of securing the best compensation payable and such compensation shall belong to and be paid to the Purchaser; OR
- (b) to terminate the sale and purchase herein in which event this Agreement shall become null and void and be of no further force or effect whereupon:-
  - (i) all monies paid to the Vendor or the Vendor's Solicitors by the Purchaser or their Financier including the Deposit shall be refunded by the Vendor to the Purchaser free of interest within fourteen (14) days of written notification of the termination given by the Purchaser failing which the Vendor shall pay to the Purchaser interest at the rate of eight per cent (8%) per annum on the said sum for the period from the due date to the date of payment;
  - the parties hereto shall have no claim or claims whatsoever against the other on any matter in respect of or arising out of this Agreement save and except for past breaches;
- (c) in exchange for such refund (if any) as aforesaid, the Purchaser's Solicitors shall return or cause to be returned to the Vendor's Solicitors the Original Strata Title, the Documents, the Direct Transfer (Provided that if the Direct Transfer is required by the Collector of Stamp Duty for the purpose of refunding any stamp duty paid by the Purchaser, the Purchaser shall cause the Direct Transfer to be returned to the Vendor immediately after the Direct Transfer with the stamp duty duly cancelled has been returned by the Collector of Stamp Duty) and any other relevant documents to the Vendor and/or the Vendor's Solicitors

## 16. ENTRY OF PRIVATE CAVEAT

- 16.1 Upon execution of this Agreement the Purchaser shall be entitled at his own cost and expense to lodge a private caveat against the said Property to protect his interest in the said Property and to prohibit any dealings by the Vendor in the said Property prior to the completion or lawful termination of this Agreement as the case may be PROVIDED ALWAYS that the Purchaser hereby irrevocably agrees and undertakes with the Vendor that the Purchaser shall at his own cost and expenses remove or cause to be removed the aforesaid private caveat forthwith upon any lawful termination of this Agreement in accordance with the terms and conditions herein provided and in furtherance of the Purchaser's undertaking to remove the aforesaid private caveat, the Purchaser shall at the same time execute in escrow the Notice of Withdrawal of Private Caveat in the form prescribed by the National Land Code which Notice together with the appropriate registration fees and costs payable thereon shall be deposited with the Purchaser's Solicitors for safekeeping.
- 16.2 In the event of this Agreement being terminated in accordance with the provisions of this Agreement the Purchaser's Solicitors are hereby authorised and shall at the direction of the Vendor forthwith present the Notice of Withdrawal of Private Caveat for registration at the cost and expense of the Purchaser PROVIDED THAT all monies due to the Purchaser pursuant to the terms of this Agreement shall have been returned to the Purchaser prior to such presentation.
- 16.3 The Vendor hereby agree and consent to the Financier lodging any private caveat against the said Property at the sole costs and expense of the Purchaser as the Financier may deem expedient to facilitate the release of the loan Provided Always that the Purchaser shall at her own costs and expense cause and procure the Financier to withdraw the private caveat upon the termination of this agreement.

#### 17. CONDITION OF THE SAID PROPERTY

17.1 The Purchaser hereby confirms that the said Property is sold in its present state and condition and subject to the existing category of land use and the Purchaser shall be deemed to have inspected the said Property. The Purchaser shall be deemed to have purchased the said Property in its present state and condition on an "as is where is" basis and not upon or pursuant to any representation, statement, warranty or condition whatsoever other than the representations and warranties contained in clause 13.1 hereof made to the Purchaser and the Purchaser shall not be entitled to rescind the purchase or to claim any compensation or damages nor any reduction in the purchase price in respect of the conditions, measurement, area and state of the said Property.

#### 18. RISK AND INSURANCE

- 18.1 If before the delivery of vacant possession of the said Property to the Purchaser, the said Property or any part thereof shall be destroyed or substantially destroyed or damaged by fire and/or any other cause(s), it is hereby agreed that the parties hereto shall be entitled unilaterally to rescind this Agreement by written notice whereupon the Vendor shall without demand immediately refund to the Purchaser the Deposit and all whatever monies paid herein, free of interest, in any event not exceeding fourteen (14) days upon receipt of written notification thereof, and upon such payment this Agreement shall become null and void and neither party shall have any claim against the other.
- 18.2 The risk and the benefit of any insurance of the said Property shall remain with the Vendor until the Completion Date or the Extended Completion Date as the case may be whereupon the risk shall pass to the Purchaser. The Purchaser shall be responsible for arranging insurance coverage on the said Property with effect from the date of completion of the sale and purchase herein.

#### 19. COSTS

All the costs of and incidental to the preparation and completion of this Agreement and the Direct Transfer including the stamp duty in relation thereto shall be borne and paid by the Purchaser Provided Always that the Vendor shall pay the administrative fees to the Developer (if any) in obtaining of the Direct Transfer executed by the Developer. Each party shall bear their own solicitors costs.

#### 20. STAMP DUTY

It is hereby expressly agreed that if the Collector of Stamp duties or any other competent authority shall at any time hereafter value the said Property at a value higher than the Purchase Price stated in the Direct Transfer, the Purchaser shall be liable to any additional stamp duty required and any penalty which may be imposed by the collector of Stamp Duty or any other competent authority.

#### 21. ILLEGALITY

If any of the terms conditions stipulations and/or provisions are illegal, void, prohibited or unenforceable, such terms and conditions stipulations and/or provisions shall be ineffective to the extent of such illegality voidness prohibition or unenforceability and any such illegality voidness prohibition or unenforceability shall not invalidate or render illegal void prohibited or unenforceable the remaining terms conditions stipulations and/or provisions of this Agreement or any part thereof, which shall continue to be in full force and effect.

# 22. AGREEMENT SUPERSEDES PREVIOUS COMMUNICATIONS

This Agreement supersedes all previous agreements, letters, correspondences and communications (oral or written or expressed or implied) in respect of matters dealt with in this Agreement.

# 23. TIME OF THE ESSENCE

Time wherever mentioned herein shall be of the essence of this Agreement.

# 24. NOTICE

Any notice required to be served pursuant to this Agreement shall be in writing and shall be served on the Vendor or the Purchaser as the case may be at their respective addresses herein above stated or at such other addresses as either party may from time to time appoint for the service of notices or to their respective solicitors' office and any notice so sent by ordinary or registered post shall be deemed to have been served at the time when in the ordinary course of post it would have been delivered. The parties shall notify each other in writing of any change of address.

# 25. SUCCESSORS BOUND

This Agreement shall be binding upon and enure for the benefit of the respective heirs, executors, administrators and permitted assigns of the parties hereto.

# 26. WAIVER AND ACQUIESCENCE

No failure or delay on the part of the Vendor or the Purchaser in exercising nor any omission to exercise any right herein upon any default on the part of the Purchaser shall impair any such right power privilege or remedy or be construed as a waiver thereof or an acquiescence in such default or any acquiescence in any such default, affect or impair any right power privilege or remedy of the Vendor or the Purchaser in respect of any other subsequent default.

# 27. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Malaysia and each of the parties hereto hereby submits to the exclusive jurisdiction of the courts of Malaysia.

# 28. <u>INTERPRETATION</u>

28.1 In this Agreement unless the context requires otherwise the word importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular shall include the plural and vice versa.

- 28.2 Words denoting persons include corporations, and *vice versa*, and also include their respective heirs, personal representatives, successors in title or permitted assigns, as the case may be.
- 28.3 The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.
- 28.4 Where either party to this Agreement comprises two (2) or more persons all agreements, covenants, guarantees, stipulations and undertakings expressed to be made by and on the part of such persons shall be and are binding upon such persons jointly and severally and the bankruptcy or insolvency of any one or more of such persons shall in no way operate to release the other or others of his or their respective obligations and liabilities hereunder.
- 28.5 Any reference to a "Business Day" is to a day (not being a Saturday or Sunday) on which banks, licensed to carry on banking business under the provisions of the Banking and Financial Institutions Act 1989 are open for business in Kuala Lumpur and any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinabove specified.

Signed by the Vendor in the presence of

TAN MING HONG ADVOCATE & SOLICITUR KUALA LUMPUR LIM FONG FEE

TAN AH HUAT @ TAN SAY HUAT

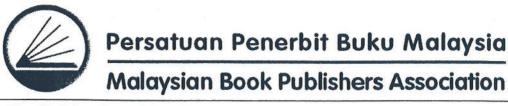
The Common Seal of the Purchaser was affixed hereto in the present of:

Procident

President Law King Hui

Honorable Secretary
Arief Hakim Sani Bin Rahmat

Honorable Treasurer Kow Ching Chuan



39, Jalan Nilam 1/2, Subang Square, Subang HI-Tech Industrial Park, Batu Tiga, 40000 Shah Alam, Selangor Darul Ehsan. Tel: 03-5637 9250 Fax: 03-5637 9255 E-mail: mabopa@po.jaring.my Website: www.mabopa.com.my

# Latar Belakang Dan Isu-isu Yang Dihadapi Oleh Industri Penerbitan

- Membina modal insan dan negara bangsa merupakan antara agenda utama Kementerian Pelajaran Malaysia seperti yang dimuatkan dalam Pelan Induk Pembangunan Pendidikan (PIPP) 2006-2010.
- Penerbitan berkualiti menjamin pembangunan modal insan dan kecemerlangan Negara.
- Industri penerbitan mempunyai peranan yang sungguh besar dan usaha untuk mengembangkannya amat penting.
- 4. Industri penerbitan Malaysia masih kecil dan belum matang.
- 5. Bagi negara membangun seperti Malaysia, penggalak dalam bentuk pembelian daripada kerajaan merupakan faktor pertumbuhan yang terpenting.
- 6. Dalam keadaan ekonomi negara yang tidak menentu sekarang, industri penerbitan turut menhadapi kesan negatif.
- Persaingan pasaran menjadi makin hebat dan keuntungan makin merosot.
- 8. Syarikat penerbitan tanah air boleh dibahagikan kepada 2 kelompok yang besar, iaitu penerbit buku akademik (35%) dan bukan academik (65%).
- 9. Ekonomi penerbitan buku akademik jauh lebih besar daripada yang bukan akademik.
- 10. Dasar KPM mempunyai impak yang besar terhadap industri penerbitan tanah air secara keseluruhan.
- 11. Penerbit buku akademik bergantung kepada kurikulum KPM dan peperiksaan awam.
- 12. Penerbit buku bukan akademik bergantung kepada pembelian pusat sumber dan perpustakaan sekolah.

# Isu-isu Penting Industri Penerbitan Yang Ada Kaitan Dengan KPM Penerbit Buku Akademik

- 1. Pelaksanaan Kurikulum Baru
  - a) Jadual pelaksanaan
  - Maklumat berkaitan kepada para penerbit
- 2. Dasar berkaitan penerbitan buku teks
  - a) Jadual pelaksanaan
  - b) Dasar Tender Terbuka



# **Malaysian Book Publishers Association**

39, Jalan Nilam 1/2, Subang Square, Subang Hi-Tech Industrial Park, Batu Tiga, 40000 Shah Alam, Selangor Darul Ehsan. Tel: 03-5637 9250 Fax: 03-5637 9255 E-mail: mabopa@po.jaring.my Website: www.mabopa.com.my

- c) Kadar Royalti
- d) Had Judul
- e) Harga buku teks
- f) Tempoh pembekalan buku teks SPBT
- g) 100% SPBT membawa kesan ekonomi negatif
- 3. Dasar baru berkaitan peperiksaan dan penilaian.
  - a) Jadual pelaksanaan
  - b) Maklumat berkaitan kepada para penerbit
- 4. Dasar berkaitan penggunaan buku kerja di sekolah
  - a) Peranan buku kerja
  - b) Penglibatan pihak MGB/PPD/JPN

#### Penerbit Buku Bukan Akademik

- 1. Kesan Economies of scale
  - a) Mengguna peruntukan berlebihan untuk membeli buku
  - b) Program Gerakan Tabiat Membaca
- 2. Peruntukan Untuk Bahan Bacaan
  - a) Peruntukan tetap tahunan
  - b) Pelaksanaan tender
  - c) Tempoh pembekalan
- 3. Penilaian Buku
  - a) Pengumuman
  - b) Kriteria penilaian
  - Yuran penilaian dikecualikan
  - d) Laporan penilaian

## Isu-isu yang Lain

- 1. Fotokopi di sekolah oleh para guru
- 2. Pesta Buku
- 3. Anugerah Buku

# Keputusan Anugerah Buku Kebangsaan 2009

- 1. Anugerah Buku Kanak-kanak (Bergambar)
  Hidup Bekerjasama oleh Norashikin Hashim, Utusan Publications & Distributors Sdn Bhd (2006)
- 2. Anugerah Buku Kanak-kanak (Fiksyen) Sahabat baru oleh Azwani Ghani, MEP Education Consult Sdn Bhd (2006)
- 3. Anugerah Buku Kanak-kanak (Bukan Fiksyen) (tiada pemenang)
- 4. Anugerah Buku Remaja (Fiksyen) Manikam Kalbu oleh Faisal Tehrani, Dewan Bahasa dan Pustaka (2008)
- 5. Anugerah Buku Remaja (Bukan Fiksyen) Ensiklopedia Untuk Anak-anak Muslim, E-Media Publication Sdn Bhd (2007)
- 6. Anugerah Buku Dewasa (Fiksyen) Setaman Pantun Kenangan oleh Abdul Halim R, Penerbit Universiti Sains Malaysia
- 7. Anugerah Buku Dewasa (Bukan Fiksyen) Rupa dan Gaya: Busana Melayu oleh Azah Aziz, Penerbit Universiti Kebangsaan Malaysia (2006)
- 8. Anugerah Buku Terjemahan Buku Panduan Diplomatik diterjemah oleh Radziah Abdul Rahim, ITNM & Penerbit UUM (2007)
- 9. Anugerah Buku Ilmiah Bahasa dan Kepimpinan: Analisis Wacana Mahathir Mohamad oleh Idris Aman, Penerbit UKM (2007)

Berikut pula pemenang Kategori Hadiah Khas yang menerima wang tunai RM3,000 dan sijil:

- 10. Ilustrator Terbaik Ensiklopedia Untuk Anak-anak Muslim, E-Media Publication Sdn Bhd (2007)
- 11. Pereka Bentuk Terbaik
  Rupa dan Gaya: Busana Melayu oleh Azah Aziz, Penerbit Universiti Kebangsaan Malaysia (2006)
- 12. Editor Terbaik Rupa dan Gaya: Busana Melayu oleh Azah Aziz, Penerbit Universiti Kebangsaan Malaysia (2006)

Penerima Anugerah Buku Terbaik ("Hadiah Tinta Perdana") yang menerima wang tunai RM8,000 dan sijil:

13. Rupa dan Gaya: Busana Melayu oleh Azah Aziz, Penerbit Universiti Kebangsaan Malaysia (2006)

Sumber:

http://typeace.blogspot.com/2009/12/anugerah-buku-kebangsaan-malaysia-2008.html

# PROPOSED WORK PROGRAMME 2010

NUMBER OF PARTICIPANTS	2010 S to 10 buyers.	1 to 2 cocktail receptions	depending on response.	response. 2010 Depends on budget.	depending on response.  2010 Depends on budget.
PROPOSED DATES	19 to 28 March 2	e 19 to 28 March 20		t 19 to 28 March 2	t 19 to 28 March 20
JUSTIFICATION (Please Justify why was this market choosen, the opportunities that are there and how can the Malaysian companies benefit from this event)	Intellecture Porperties have vast potential to be developed into big revenue earner if concerted efforts are put in place to promote them. Malaysian 19 to 28 March 2010 IPs have the right appeal to the outside world due to our colorful cultural background.	Organise cocktail receptions for For Networking and setting up opportunities for trade 19 to 28 March 2010 foreign trade visitors.		To in	
ACTIVITY	Bring in buyers to meet with publishers with potential to export.	Organise cocktail receptions for for foreign trade visitors.		Provide free accomodations to entice first time trade buyers to visit KLIBF.	
EVENT PROPOSED	IBM	Trade Visitors Cocktail Reception		Free accomodations for first time trade buyers.	Free accomodations for first time trade buyers. Set up Malaysian Pavilion and organise a dialogue session with the local publishing fraternity.
TYPE OF SERVICES TO BE PROMOTED	Sales of IP Rights	Sales of IP Rights		Sales of IP Rights	
MARKET (State country then city where event is held)	KLIBF 2010	KLIBF 2010	The second secon	KLIBF 2010	KLIBF 2010 Indonesia International Book Fair
N N	H	7		м	к 4



# **Malaysian Book Publishers Association**

Lot 12, Jalan Teknologi 3/4, Taman Sains Selangor 1, Kota Damansara, 47810 Petaling Jaya, Selangor Darul Ensan Tel: 03-6145 1010 Fax: 03-6145 1199 e-mail: info@mabopa.com.my Website: www.mabopa.com.my

"1MALAYSIA: RAKYAT DIDAHULUKAN, PENCAPAIAN DIUTAMAKAN"

Encik Kamal Mohamad, Ketua Pengarah, Perbadanan Harta Intelek Malaysia (MyIPO). Aras 29, Menara Dayabumi, Jalan Sultan Hishamuddin. 50623 Kuala Lumpur.

Ruj. Kami: MABOPA/Corr/Mac10/myipo1 Tarikh: 16 MAC 2010

30 Rabiulawal 1431H

Tuan,

#### AKTIVITI DAN MAKLUMAT TERKINI HARTA INTELEK

Dengan hormatnya kami merujuk perkara yang tersebut di atas.

- 2. Sukacita dimaklumkan bahawa Persatuan Penerbit Buku Malaysia (MABOPA) berhasrat untuk meneruskan kerjasama yang telah sedia terjalin dengan pihak MyIPO.
- 3. Dengan dianggotai oleh 165 penerbit buku di Malaysia, MABOPA merasakan penyaluran maklumat terkini yang berkaitan dengan harta intelek amat penting agar kesedaran dalam kalangan penerbit di Malaysia terhadap karya dan proses penciptaan yang sihat terus dipupuk dan ditingkatkan.
- 4. Sehubungan dengan itu kami ingin mendapatkan kerjasama daripada pihak tuan supaya memaklumkan sebarang kegiatan anjuran MyIPO atau pihak lain yang berkaitan dengan harta intelek (di dalam dan luar negara), yang memberi faedah kepada anggota MABOPA khususnya dan penerbit di Malaysia umumnya. Kami juga berharap pihak tuan dapat menyampaikan maklumat terkini yang berkaitan dengan undang-undang harta intelek, pentadbirannya dan penguatkuasaannya kepada kami agar dapat kami sampaikan kepada seluruh ahli kami.
- 5. Kami juga ingin bekerjasama dengan pihak tuan dalam penganjuran aktiviti yang dapat mencapai hasrat kedua-dua pihak. Untuk tujuan tersebut kami ingin mengadakan kunjungan hormat untuk membentangkan perancangan MABOPA bagi tahun 2010/2011. Kami berharap pihak tuan dapat menetapkan satu tarikh yang sesuai untuk sesi berbincangan ini dan cadangan kami ialah pada bulan Mei 2010.
- 6. Atas perhatian dan pertimbangan tuan kami dahului dengan ucapan jutaan terima kasih.

Yang benar,

LAW KING HUI

W. Com

Presiden



# Malaysian Book Publishers Association

Lot 12, Jalan Teknologi 3/4, Taman Sains Selangor 1, Kota Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan Tel: 03-6145 1010 Fax: 03-6145 1199 e-mail: <a href="mailto:info@mabopa.com.my">info@mabopa.com.my</a> Website: www.mabopa.com.my

1 Mac 2010

Yg. Bhg. Dato' Raslin Abu Bakar Ketua Pengarah, Perpustakaan Negara Malaysia. 232, Jalan Tun Razak 50572 Kuala Lumpur.

Yg. Bhg. Dato',

En. Shahril



#### ISU-ISU DALAM TENDER PERPUSTAKAAN DESA 2009

Dengan segala hormatnya, Kontrak Pembekalan Buku untuk Perpustakaan Desa 2009 yang dikeluarkan oleh Perpustakaan Negara Malaysia (PNM) baru-baru ini dirujuki.

- 2. Pihak MABOPA ada menulis sepucuk surat bertarikh 16 Mac 2009 kepada pihak Yg. Bhg. Dato' tentang tender perpustakaan desa 2008. Meskipun tidak menerima sebarang jawapan balas untuk surat tersebut, pihak MABOPA, pada kesempatan ini, mengucapkan tahniah kepada pihak PNM kerana telah berjaya menangani isu-isu berikut yang dibangkitkan dalam surat tersebut, iaitu:
  - isu senarai buku yang dipilih terlalu berat untuk set-set buku perpustakaan yang berharga mahal;
  - isu pemilihan bahan-bahan lama dalam senarai tahun 2008.
     Semoga kedua-dua isu ini tidak berbangkit lagi dalam tender-tender yang akan datang.
- 3. Sebagai sebuah persatuan penerbit terbesar yang mewakili 171 penerbit berwibawa dalam pelbagai kategori penerbitan, pihak MABOPA memikul tanggungjawab menjaga kebajikan dan kepentingan ahli-ahlinya. Sehubungan dengan itu, apabila isu yang mendapat perhatian serius ahli-ahlinya, iaitu kurangnya ahli MABOPA yang terlibat dalam pembelian tahun 2008 didapati masih berlaku dalam tender tahun 2009 ini, pihak MABOPA tidak dapat mengelak daripada menyuarakannya sekali lagi.
- 4. Untuk makluman Yg. Bhg. Dato', dalam kontrak tahun 2009, secara puratanya hanya 23% penerbit yang terlibat dalam pemilihan adalah ahli MABOPA. Hal ini sama seperti yang berlaku dalam tender tahun 2008, iaitu hanya 23% penerbit yang terpilih merupakan ahli MABOPA. Ternyata bahawa peratusan ahli MABOPA yang terlibat dalam pemilihan tahun 2009 tidak menunjukkan sebarang peningkatan. Malah, untuk kategori buku kanakkanak berbahasa Inggeris, ahli MABOPA langsung tidak terpilih dalam pembelian oleh pihak PNM. Sekali lagi pihak MABOPA menimbulkan isu kehadiran penerbit yang tidak berwibawa, atau 'fly by night publisher' yang besar dalam kontrak perpustakaan desa tahun 2009 seperti yang sudah dijelaskan dalam surat terdahulu.
- 5. Oleh itu, sekali lagi pihak MABOPA menyarankan kepada pihak PNM supaya merangka suatu sistem perolehan yang telus dan kredibel dalam memilih buku untuk dibekalkan kepada perpustakaan desa. Pihak MABOPA bersedia memberikan kerjasama kepada pihak Yg. Bhg. Dato' dalam mengusahakan sistem perolehan tersebut supaya dapat dimanfaatkan oleh semua pihak yang berkepentingan.



# **Malaysian Book Publishers Association**

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- 6. Dalam menangani isu ini, pihak MABOPA menekankan bahawa penyerahan bahan-bahan terbitan untuk penilaian PNM pada tahun-tahun akan datang patut dibuat secara telus dan terbuka, dengan keutamaan diberikan kepada ahli-ahli MABOPA. Seterusnya, pihak MABOPA menegaskan supaya penilaian dan pemilihan yang berpandukan garis panduan dan kriteria yang tertentu dapat dilaksanakan secara profesional supaya akhirnya nanti hanya bahan-bahan terbitan yang berkualiti saja yang layak terpilih untuk dibekalkan di perpustakaan desa.
- 7. Besarlah harapan pihak MABOPA supaya pihak Yg. Bhg. Dato' memberikan perhatian sewajarnya kepada isu dan saranan yang diketengahkan di sini supaya amalan-amalan negatif tidak 'dilihat dan dirasakan berlaku' hingga menjejaskan hasrat murni di sebalik pembekalan bahan-bahan terbitan ke perpustakan desa di seluruh negara. Dengan menangani isu yang berbangkit ini secara tuntas, pihak MABOPA yakin bahawa PNM akan benar-benar dapat berperanan sebagai katalis dalam menjanakan pembangunan dan kemajuan industri buku negara yang lebih cemerlang.

Sekian saja untuk perhatian dan tindakan pihak Yg. Bhg. Dato' selanjutnya, terima kasih.

Berkhidmat untuk Negara dan Bahasa Jiwa Bangsa

Yang benar,

(LAW KING HUI)

Presiden MABOPA

s.k. Yg. Bhg. Datuk Wira Kamaruddin Bin Siaraf Ketua Setiausaha Kementerian Penerangan, Komunikasi dan Kebudayaan Aras 1, Pejabat KSU Bangunan Sultan Abdul Samad Jalan Raja 50506 Kuala Lumpur



#### KEMENTERIAN PERDAGANGAN ANTARABANGSA DAN INDUSTRI MALAYSIA

BLOCK 10, KOMPLEKS KERAJAAN JALAN DUTA 50622 KUALA LUMPUR.

(603) - 6203 3022

(603) - 6201 2337, 6203 1303

Web Site

http://www.miti.gov.my

Fail Tuan

Fail Kami

JId 55 (7)

Turikh

Ogos 2009

En. Law King Hui Presiden

Persatuan Penerbit Buku Malaysia (MABOPA) No. 39, Jalan Nilam 1/2, Subang Square Subang Hi-Tech Industrial Park Batu 3, Shah Alam 40000 Shah Alam

Tuan,

SELANGOR

# MAKLUM BALAS MAJLIS DIALOG TAHUNAN MITI 2009

Dengan hormatnya saya merujuk kepada Mailis Dialog Tahunan MITI pada 16, 23 dan 28 Julai 2009 dan ingin merakamkan ucapan terima kasih di atas kerjasama dan sokongan yang diberikan oleh pihak persatuan dalam menjayakan majlis dialog ini.

- Bersama-sama ini disertakan maklum balas bagi isu-isu yang dibangkitkan oleh pihak persatuan seperti di Lampiran I.
- Diharap pihak persatuan dapat <u>memanjangkan</u> maklum balas ini kepada ahli-ahli persatuan.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

"1MALAYSIA, PENCAPAIAI DIUTAMAKAN"

(WAN ZAKARIA WAN IBRAHIM)

Bahagian Kerjasama dan Amalan Perdagangan

b.p Ketua Setiausaha

Kementerian Perdagangan Antarabangsa dan Industri

Malaysia - Ke Arah Daya Saing Global Malaysia - Towards Global Competitiveness

# **MITI ANNUAL DIALOGUE 2009**

# FEEDBACK TO SUPPORT SERVICES ASSOCIATIONS

**ASSOCIATION** 

PERSATUAN PENERBIT BUKU MALAYSIA (MABOPA)

# ISSUE NO. 1

Kesukaran Mendapatkan Buku dengan Harga Berpatutan di Pasaran

 Bagi menggalakkan <u>pembelajaran seumur hidup</u> dan pembinaan minda rakyat melalui <u>pembacaan</u>, <u>buku</u> mesti <u>mudah didapati</u> dengan <u>harga</u> yang <u>murah</u>.

# Proposals:

- (i) <u>Menghapuskan cukai import</u> ke atas <u>semua jenis</u> <u>kertas</u> tanpa mengira negara asal pengeksport.
- (ii) <u>Menghapuskan</u> <u>duti anti-lambakan</u> ke atas kertas <u>newsprint</u>.
- (iii) Menyediakan <u>peruntukan</u> bagi mewujudkan lebih banyak <u>perpustakaan</u> di seluruh negara.
- (iv) Memastikan semua <u>buku luar negara</u> diimport <u>terus</u> dari negara asal tanpa melalui negara ketiga.
- (v) Menggalakkan <u>buku-buku import</u> <u>dicetak</u> dalam negara bagi membantu industri percetakan tempatan.
- (vi) Menambah baik <u>insentif</u> dengan <u>menaikkan</u> <u>rebate</u> ke atas pembelian buku <u>dari RM1,000</u> kepada <u>RM2,000</u>.

# VIEWS

# KEMENTERIAN PERDAGANGAN DALAM NEGERI, KOPERASI DAN KEPENGGUNAAN

- Kementerian akan <u>menubuhkan Pasukan Petugas</u>
   <u>Mengenai Buku</u> (PBB) yang antara lain <u>berperanan</u>:
  - i. mengenal pasti <u>faktor-faktor penyumbang</u> kepada sebarang isu buku seperti <u>harga buku yang tinggi</u>, <u>permintaan yang rendah</u> dan mencadangkan mekanisme penyelesaian;
  - ii. mengkaji <u>peraturan</u> dan <u>undang-undang sedia</u> <u>ada</u> bagi membantu pembangunan industri buku; dan
  - iii. merancang dan melaksanakan <u>strategi ke arah</u>
    <u>harga buku</u> agar berada dalam <u>kemampuan</u>
    <u>pengguna</u> termasuk memantau dan mengkaji
    struktur harga buku tempatan dan import.
- PBB akan <u>dianggotai</u> oleh <u>Kementerian</u> dan <u>Agensi</u> <u>Kerajaan</u>, <u>Persatuan Pengguna</u> serta <u>pihak industri</u> <u>buku</u> termasuk <u>MABOPA</u>.

# MITI

# Proposal (ii)

- <u>Duti anti-lambakan</u> hanya <u>dikenakan</u> terhadap <u>import newsprint</u> dalam <u>bentuk gulungan</u> yang <u>berasal</u> atau <u>dieskport</u> dari <u>lima negara</u> iaitu <u>Kanada</u>, <u>Republik Indonesia</u>, <u>Republik Korea</u>, <u>Republik Filipina</u> dan <u>Amerika Syarikat</u>. <u>Duti anti-lambakan</u> yang dikenakan adalah dari <u>5.59%</u> sehingga <u>43.24%</u>.
- Pengenaan <u>duti anti-lambakan</u> ini telah <u>dilanjutkan</u> setelah Kerajaan menjalankan <u>kajian semula</u> <u>pentadbiran</u> berdasarkan Akta Duti Timbal Balas dan Anti-Lambakan 1993 serta Perjanjian Anti-Lambakan WTO.
- Kajian ini mendapati <u>lambakan</u> <u>berkemungkinan</u>
   <u>berulang</u> dan <u>berterusan</u> serta menyebabkan

<u>kemudaratan</u> kepada <u>industri newsprint tempatan</u> sekiranya <u>duti anti-lambakan</u> <u>ditamatkan</u>.

 <u>Pengimport-pengimport</u> <u>boleh</u> mengimport dari <u>negara-negara</u> yang <u>tidak dikenakan duti anti-</u> <u>lambakan</u>.

# KEMENTERIAN KEWANGAN

# Proposal (iii)

- Dalam <u>RMK-9</u> sebanyak <u>RM92.7</u> juta telah <u>disediakan</u> untuk membina <u>bangunan perpustakaan</u> dan perpustakaan bergerak di seluruh negara.
- Di bawah <u>Belanjawan Mengurus 2008</u>, peruntukan sebanyak <u>RM21.8 juta</u> disediakan untuk tujuan sewaan bangunan perpustakaan desa, pembelian <u>buku</u> dan <u>koleksi</u> untuk <u>perpustakaan awam</u>, perpustakaan desa dan perpustakaan kedutaan di luar negara. Bagi tahun 2009, peruntukan sebanyak <u>RM16 juta</u> disediakan untuk tujuan yang sama.

# Proposal (vi)

 Cadangan tidak disokong kerana ia akan lebih memanfaatkan golongan berpendapatan tinggi yang mampu membeli buku yang bernilai tinggi dan akan menjejaskan hasil negara.

# ISSUE NO. 2

Insentif dan Sokongan Kerajaan dalam Menggalakkan Industri Buku

 Industri buku <u>kurang</u> mendapat <u>sokongan</u> daripada <u>Kerajaan</u>.

# Proposals:

(i) <u>Kementerian Kewangan</u> perlu menyediakan <u>kemudahan kewangan</u> untuk usahawan dalam industri buku.

- (ii) Menggalakkan pihak bank menyediakan <u>kuota khas</u> untuk pinjaman kepada pengusaha industri buku.
- (iii) Menyediakan <u>subsidi</u>, <u>geran</u> atau <u>insentif cukai</u> kepada pengusaha atau aktiviti yang boleh mengembangkan industri buku.
- (iv) Mewujudkan <u>dana khas</u> sebagai galakan bagi penerbitan buku-buku ilmiah dalam bahasa kebangsaan.

# **VIEWS**

# KEMENTERIAN KEWANGAN

# Proposal (i)

 <u>Kemudahan kewangan</u> <u>sedia ada</u> seperti di bawah MARA, TEKUN dan SME Bank boleh <u>dimanfaatkan</u> oleh usahawan industri buku selain institusi kewangan komersil.

# Proposal (iii)

• The Association is <u>requested</u> to <u>submit</u> further <u>details</u> on their proposal on <u>subsidies</u>, <u>grant</u> and <u>tax</u> <u>incentives</u> to the Ministry.



# PERSATUAN PENERBIT DAN PENGEDAR BUKU BUMIPUTERA MALAYSIA (MALAYSIAN BUMIPUTERA BOOK PUBLISHERS & DISTRIBUTORS ASSOCIATION) (0702-08-9EL)

07hb Januari 2010

YBhg Dato' Ivan Hoe Wat Sing. Pengerusi Majlis Industri Buku Malaysia DIA PGI Neuron (M) Sdn Bhd No. 1, Wisma Neuron Jalan Tpp 6/6, Taman Perindustrian Puchong 47100 Puchong, Selangor.

YBhg Dato

#### PEMBELIAN SYER MBIC SON BHD

Dengan hormatnya saya merujuk perkara di atas.

Terlebih dahulu kami merakamkan setinggi-tinggi penghargaan dan terima kasih atas penerimaan semula Persatuan kami dengan rasminya dalam Majlis Industri Buku Malaysia pada 20hb Disember 2009.

Sehubungan Itu. Ahii Jawatankuasa Persatuan Penerbit Dan Pengedar Buku Bumiputera Melaysia (PPPBBM) bersetuju untuk menyertai MBIC Sdn Bhd secepat mungkin. Dengan itu, slla nyatakan perkara berikut:

Nilai syer se saham.

Peratusan syer yang boleh dibeli/ diperuntukan

Kami penuh yakin atas semangat perpaduan dan setiakawan serta visi dan wawasan yang sama untuk membangun industri buku negara, rakan-rakan Presiden serta AJK dalam Majlis Industri Buku Malaysia Sdn Bhd boleh menimbang nilai syer yang berpatutan dan mampu dibeli oleh Persatuan kami.

Kami amat berharap perkara ini depat dilaksanakan secepat mungkin sebelum penganjuran Peste Buku Antarabangsa Kuala Lumpur 2010.

Sekian, terima kasih.

Yang bener,

HJ SHAARI BIN ABDULLAH, SMT. KMN Presiden



# ABPA Strategic Plan for the period of 2010-2011

Presented at the 2010/01 EXCO Meeting held on 22 February 2010 in Brunei

Reckoning that members of the ABPA generally have limited disposable resources at the regional or international fronts, strategies will be further streamlined but with cautions so that the objectives of ABPA will not be compromised.

The Strategic Plan for ABPA for the period of 2010-2011 will be focusing on the following three key result areas (KRA):

A. Building Capacity

B. Enhancing ABPA's Visibility

C. Enhancing ABPA's Effectiveness

#### Proposed activities or programs for the KRAs:

A. Building Capacity

1. ABPA Training Workshop

2. WIPO/IPA/Commonwealth Foundation funded seminar or conference

3. ABPA/APPA Book Awards

- 4. Matrix of National Book Policy
- 5. Membership Development

#### B. Enhancing ABPA's Visibility

1. Writing/Reading Competition

- 2. Book Donation/Charity Program
- 3. Program/Seminar Endorsement
- 4. ABPA e-Newsletter

#### C. Enhancing ABPA's Effectiveness

ABPA Directory

- 2. Website Development
- 3. Collaboration
- 4. JV Projects

#### **Assignment of tasks to the Working Committees**

 Book Fairs, International Fora and Foreign Affairs Committee Chair: Mr. Abd Halim Ismail

AO. ADDA/ADDA D. . I. A. . .

A3: ABPA/APPA Book Award

**B3: Program/Seminar Endorsement** 

Legal, Copyright and Licensing Committee

Chair: Atty. Dominador D. Buhain

A4: Matrix of National Book Policy

Training and Development Committee

Chair: Ms. Triena Ong

A1: ABPA Training Workshop

A2: WIPO/IPA/Commonwealth Foundation funded seminar or conference



Co-Publishing, Translation, Marketing and Distribution Committee
 Chair: Mr. Setia Dharma Madjid

C3: Collaboration C4: JV Projects

Information and Public Relation Committee

Chair: Ms. Risuan Aramcharoen

C1: ABPA Directory B4: ABPA e-Newsletter C2: Website Development

ASEAN-wide Readership Committee

Chair: Hajah Aminah Momin B1: Writing/Reading Competition B2: Book Donation/Charity Program

Membership and Technology Committee

Chair: Dr. Tran Doan Lam A5: Membership Development

#### **EXCO Meetings and AGM for 2010**

1<sup>st</sup> EXCO Meeting – 22 February, in Brunei
 2<sup>nd</sup> EXCO Meeting – 28 May, in Singapore
 AGM – August or October, in Vietnam (to be confirmed)

# **Country Report**

for

The 16<sup>th</sup> Annual General Assembly

Asia Pacific Book Publishers Association

Ulaanbaatar, MONGOLIA

2 - 5 July 2009

With notes added for the

ABPA EXCO Meeting in Manila

held on September 16, 2009

# **MALAYSIA**

Prepared by

Mr. Law King Hui
President
Malaysian Book Publishers Association
(MABOPA)

#### Overview

The Malaysian Government continues to place huge emphasis on education for 2009. In fact, despite the economic downturn, the Malaysian Government has increased the spending on education to RM47.7 Billion or 23% of the 2009 Annual Budget. The Malaysian Governments' underlying commitment is to provide equal access to quality educational opportunities for all Malaysians, notwithstanding their geographical locations or income levels. The Malaysian Government views education as a very important agenda and this augurs very well for the book industry.

Malaysian Book Publishers Association (MABOPA) received good support from its members during the year. Membership has been growing steadily, from 80 plus members in 2005 to 165 today. During the year, 12 new members had joined the association which indicates that MABOPA is well accepted by the players in the rapidly expanding book industry in Malaysia.

The Executive Committee has been functioning very well over the past year and we have managed to achieve most of the goals we set. During the year, members of the Executive Committee have attended numerous industry related functions to make our presence felt. We have also organised several dialogues with the relevant government agencies for the benefits of our members. We also held an EGM to deliberate the revision of MABOPA Constitution, which was subsequently passed by the House at its 40<sup>th</sup> AGM on 28 April 2009.

In April 2009, we also successfully co-hosted the 2009 Kuala Lumpur International Book Fair (KLIBF) which has managed to draw 1.57 million visitors over ten days. In conjunction with the KLIBF, we co-organised the KLIBF Copyright Trade Centre and invited international trade buyers from Germany, Italy, Denmark, Australia and China to Kuala Lumpur to meet up with the local publishers.

Despite the economic downturn, the local publishing scene has been very vibrant during the year with more general titles published (See table below). There has also been a noticeable trend of increased spending on books by the public, especially on general titles, indicated by higher sales registered during the KLIBF. However, the educational publishers are being confronted by Government policies and have reported a drop in sales generally.

## Statistics of Books Registered under the Library Depository Act, 1986

1997, 2004 – 2008								
SUBJECT	1997	2004	2005	2006	2007	2008		
Generalities	128	206	203	1,672	171	207		
Philosophy, Psychology	51	118	172	154	142	252		
Religion	398	532	375	589	1,063	1,269		

Sociology, Statistic	89	42	120	53	276	315
Politics, Economic	279	190	168	153	256	525
Law, Public Administration and Social Sciene	427	210	202	183	207	438
Military Art	3	50	4	4	27	73
Education	185	533	3,271	2,368	303	459
Trade, Communication, Transport, Tourism	51	35	119	114	130	97
Ethnography, Cultural Anthropology	82	63	61	134	66	509
Language, Linguistics	1,138	444	1,786	4,010	3,138	3,747
Mathematics	533	142	494	826	424	857
Natural Science	155	243	343	576	681	854
Public Health	119	42	86	152	147	444
Engineering Technology, Industries, Trade and Crafts	108	238	350	1,125	88	296
Agriculture, Forestry, Stockbreeding, Hunting, Fishing	134	36	87	65	50	264
Domestic Science	48	10	104	77	75	129
Management	112	135	382	135	362	680
Physical Planning, Town and Country Planning, Architecture	20	36	260	466	54	85
Plastic and Graphic Arts, Photography	69	30	99	75	112	351
Music, Performing Arts	47	18	64	55	48	52
Games and Sports	67	19	65	77	57	83
Literature	1,048	1,102	984	850	2,462	2,934
Geography	76	83	207	424	378	616
History, Biography	190	168	304	226	306	508
TOTAL	5,557	4,725	10,310	14,563	11,023	16,044
Text Book	1,553	1,183	3,863	5,493	2,325	4,366
Children	2,383	1,003	2,470	3,929	5,040	4,440
Adult	1,621	2,539	3,977	5,141	3,658	7,238
TOTAL	5,557	4,725	10,310	14,563	11,023	16,044
Government Publication	390	1,104	1,447	2,791	1,412	3,095
Non Government Publication	5,167	3,621	8,863	11,772	9,611	12,949
TOTAL	5,557	4,725	10,310	14,563	11,023	16,044

#### **Activities and Events**

#### 1.0 International Publishers Association (IPA)

MABOPA has yet to apply to become a member of the IPA. We are still waiting for an indication on the quantum of annual fee for Malaysia before making a decision. On the whole, IPA has been very supportive and has shared with MABOPA important information and latest developments on the international front.

#### 2.0 Asia-Pacific Publishers Association (APPA)

With sincere apologies, MABOPA is unable to attend the 2009 APPA AGM in Ulaanbaatar, MONGOLIA from 2 to 5 July 2009 due to time constraints. MABOPA's President, Mr. Law King Hui had attended a Sub-regional seminar on copyrights organised by WIPO from 24 to 27 June in Sri Lanka. During the week of the APPA AGM, Mr. Law is also required to attend meetings on National Book Policy being organised by the Malaysian Book Development Council (MBKM).

# 3.0 ASEAN Book Publishers Association (ABPA)

MABOPA has been very active regionally under the banner of ABPA. In the long run, MABOPA hopes to create a regional market for Malaysian IP. Also, Mr. Law will be taking over the Presidency of the ABPA for a two-year term from November 2009.

#### 3.1 The 2008 ABPA Book Awards

MABOPA's member, E-Media Publication Sdn Bhd won a prestigious award at the 2008 ABPA Book Awards, announced in Singapore, for their illustrated children's book. The 2009 ABPA Book Awards winners will be announced in November 2009 at Jakarta. Submissions by MABOPA members must be done via the association no later than 30 September 2009.

#### 3.2 Book Fairs Hosted by ABPA Member Countries

MABOPA attended almost all the book fairs in the region under the umbrella of ABPA. Apart from the Singapore Book Fair, book fairs in Indonesia, Brunei, Thailand and Vietnam were also attended by either the President and/or other EXCO members. Some ordinary members also attended these book fairs on their own.

#### 4.0 Other International Book Fairs

MABOPA members also attended book fairs outside ASEAN such as those held in Bologna, Taipei, Hong Kong, Beijing, London and Frankfurt. MABOPA often encouraged its members to explore the international market for their products.

## 5.0 Public Awareness Campaign - Respect Copyright!

MABOPA is planning to invest in a public campaign to create awareness on copyright use. This public campaign will take the form of advertisements in the local newspapers, PR activities to instil respect for copyright, and publication of campaign materials for distribution at schools. We will also be seeking cooperation from government agency such as the IPO Malaysia (MyIPO) to cosponsor our public campaign.

#### **Government Relations**

#### 1.0 Ministry Of Education (MOE) - Text Book Division

During the year MABOPA was consulted by the MoE on the impact of petroleum price hikes on the prices of books. Subsequently, a study was conducted to determine if a price review of textbooks was justifiable. We were also consulted on the best approach for the compilation, publishing, printing and distribution of the literature component textbooks for schools. We also had consultations on the evaluation and procurement of reading materials for school libraries and the resource centres. MABOPA also took initiative to enquire about the impending new school curriculum and the ensuing textbooks publishing programme.

#### 2.0 National Book Development Council (MBKM)

Apart from co-hosting the 2009 KLIBF with the MBKM, MABOPA is also set to play a leading role to revive the National Book Awards this year. The award, under the auspices of the MBKM, will be treated as a high profile event to attract

public attention, both locally and from abroad. Besides that, MABOPA will also participate actively in a series of meetings and discussion being organised by the Council to revise the Malaysia National Book Policy.

#### 3.0 Others

MABOPA also had dialogues and meetings with agencies of several other ministries to discuss matter related to the development of the local book industry. The agencies consulted included the Malaysia External Trade Development Corporation (MATRADE) of the Ministry of International Trade and Industry (MITI), the Enforcement Division of the Ministry of Home Affairs (KDN), the Ministry of Information, Communication & Culture (MICC) and the Ministry of Domestic Trade and Consumer Affairs.

# Conferences, Seminars & Professional Training

1.0 World Intellectual Property Organization (WIPO) Asia-Pacific Sub-Regional Seminar on Access to and Management of Copyrighted Works in the Digital Environment

The WIPO seminar in Colombo, Sri Lanka was very technical and consisted of mainly updates of the current initiatives. The seminar, from 25 to 27 June 2009 was participated by about 50 participants. Fifteen (15) foreign participants were invited from Cambodia, India, Indonesia, Malaysia, Pakistan, Philippines, Republic of Korea and Thailand, apart from the host country Sri Lanka. All the participants were senior officials of the respective national copyright agencies and representatives from the respective national publishing sectors.

2.0 Stakeholders' Forum at the 17<sup>th</sup> Conference of Commonwealth Education Ministers (17CCEM) in Kuala Lumpur

Mr. Law King Hui chaired a session at the 17CCEM Stakeholders' Forum in Kuala Lumpur from 15 to 19 June 2009. The session chaired by Mr. Law was under Sub-Theme 4 entitled Realising the Potential of Non-State Actors. Six issues and seven recommendations derived from the session were drafted into the Stakeholders' Forum Statement for the Ministers. The main theme of the 17CCEM was Making Connections and Building Partnerships: Towards and Beyond Global Education Goals and Targets.

3.0 Seminar on The Printing Presses and Publications Act 1984

The above seminar was held on 8 January 2009 as part of an on-going campaign by MAPOBA to raise members' awareness of laws and regulations concerning the control of publication of materials in the country. The speaker was a senior official from the Ministry of Home Affairs. The speaker gave an overview of the acts governing publications and importation of publications into the country, types of offences under the various governing acts and the role of the Ministry in enforcing the law.

4.0 Workshop on Copyright Industries in Malaysia: Performance and Prospects The above workshop was held in Kuala Lumpur on 28 August 2008. It was organised by the Intellectual Property Corporation of Malaysia (MyIPO) in collaboration with WIPO. MyIPO, assisted by WIPO and local researchers, is conducting a research on the contribution of the copyright-based industries to the nation's economy. Representatives from the various copyright-based industries were called upon to give input and information about the industries they represent. Ultimately, MyIPO hopes to be able to quantify the copyright-based industries contributions to the national gross domestic product (GDP) index. Similar efforts have been taken by many other developed countries in the world.

The book publishing industry was represented by Mr Law King Hui and the Deputy President, Madam Zainora Muhamad. Mr. Law gave useful industry insights, perspectives and inputs from a practitioner's point of view to participants of the workshop.

5.0 Asia Pacific Conference on Children's Book Publishing 2008

The above international conference was held at the Putra World Trade Centre (PWTC) from 1-3 July 2008 under the auspices of the Malaysian Board of Books for Young People (MBBY). MABOPA's Deputy President, Madam Zainora Muhamad was enlisted to conduct one of the workshops during the conference, i.e. a workshop on Marketing of Children's Books. Many MABOPA members participated in the conference and workshops, all with subsidies from MABOPA.

# Additional notes for the ABPA Executive Committee Meeting held in Manila on September 16, 2009

1.0 Kuala Lumpur International Book Fair (KLIBF) 2010

The KLIBF 2010 will take place from 19 to 28 March 2010 at the same venue, PWTC. The fair will be larger than 2009 by about 25%, bringing the total number of booths available for sale to about 800.

2.0 Kuala Lumpur International Trade Fair (KLITF) 2010

For the first time, the organiser of the KLIBF will also host a trade fair from 22 to 26 March in conjunction with the KLIBF. A special hall will be assigned for the trade exhibitors.

3.0 Kuala Lumpur Book City (Kota Buku Kuala Lumpur – KBKL)

The Deputy Prime Minister, who is also the Education Minister of Malaysia, has approved a special grant of RM20 million for the purpose of refurbishing a heritage building which will then be used as the "cornerstone" of the Kuala Lumpur Book City project mooted by the industry. The Project will be managed by the Malaysian National Book Council (MBKM). Currently the building houses a primary school which will be relocated.

4.0 Book Prices in Malaysia

It has often been quoted by politicians in speeches that book prices are too high in Malaysia and it was thought that this is one of the main reasons why it is difficult to establish the reading habit in our society. MABOPA has managed to prove to the contrary and convinced the Book Industry Special Task Force (set up by the lawmakers) that book prices in Malaysia are indeed reasonable. The biggest cost component (as much as 40%) of the book manufacturing is the cost of paper and by explaining that this commodity is being sold to publishers around the world at the same price, it is not difficult to prove that books are much more expensive in Europe or the US. The main culprits of the myth that books are expensive in Malaysia are the purchasing power and the economies of scale.

5.0 17<sup>th</sup> Conference of Commonwealth Education Ministers (17CCEM)

The panel session of the CCEM Stakeholders' Forum chaired by MABOPA

President was to explore, among others, the following issues:

- The role of publishers in advancing education in the Commonwealth in a context of rapid technological change.
- Look at the role played and the challenges faced by traditional publishers, including in the Commonwealth's many small states.
- The impact of and opportunities created by new trends such as digital publishing, technology-based distance and open learning and the development of virtual knowledge repositories.
- To explore how these are connected and how those connections can best be harnessed and furthered to advance education in the Commonwealth.
- The importance of partnerships in addressing technological changes.

The three speakers in this panel were:

- Ian Randle (Caribbean Publishers Education)
- Dr Emma Kruse –Vaai (University of Samoa)
- Mr Dugie Cameron (Pearson Education, Asia)

#### 6.0 Book Awards

Apart from the National Book Awards under the auspices of MBKM, another book award, the *Anugerah Buku Negara*, under the auspices of *Yayasan Buku Negara*, a charitable foundation, will also be awarded this year. Both the awards are expected to be handed out before the end of 2009.

#### 7.0 Training and Seminar

Apart from the already mentioned seminars and workshops, MABOPA also organised a seminar entitled "Understanding the Types & Uses of Paper and Boards" for members on July 9, 2009. The speaker was a consultant from the pulp, paper & board industry who is also a fellow of the Institute of Printing (UK), Malaysia branch.

#### 8.0 MABOPA's Own Premises

MABOPA has purchased an office lot with an area of approximately 160 square metres located in Petaling Jaya, Selangor Darul Ehsan. The office is expected to be ready for occupation by the end of 2009.

#### 9.0 Membership

Membership of the association is 171 as of September 15, 2009.

# MEMORANDUM UNTUK DIALOG TAHUNAN MITI 2009

daripada

PERSATUAN PENERBIT BUKU MALAYSIA (MABOPA)

# LATAR BELAKANG

Kerajaan telah mengistiharkan Agenda Pendidikan sebagai agenda teras untuk Malaysia bergerak maju dan menjadi negara maju pada tahun 2020 dalam Rancangan Malaysia ke-9 (RMK-9). **Modal Insan** merupakan faktor penting yang boleh melonjakkan negara ini mencapai cita-cita sebagai negara maju. Industri buku merupakan industri ilmu yang memungkinkan masyarakat Malaysia menjadi insan yang berilmu dan berketerampilan.

Untuk menjayakan industri buku ini kita perlu syarikat penerbit buku yang cekap dan efisen dari pelbagai aspek. Kita perlu penulis yang kreatif dan prolifik, editor yang cekap dan inovatif, pereka bentuk buku dan ilustrator buku yang kreatif dan produktif, pencetak buku yang berkualiti dan efisen, penjual buku yang rajin dan agresif dan pembaca buku yang suka membeli buku. Inilah rantaian yang memungkinkan industri ini menyumbang ke arah menjadikan negara ini negara maju.

# RINGKASAN ISU DAN CADANGAN PENYELESAIAN

# <u>ISU</u> :

1.

Industri buku memainkan peranan yang amat penting untuk mencapai hasrat negara dalam pembinaan modal insan. Bagi menggalakkan pembelajaran pendidikan seumur hidup (life long learning) dan pembinaan minda

rakyat melalui pembacaan, buku mesti mudah didapat dan harganya murah.

# **CADANGAN:**

- Menghapuskan sales tax atas semua jenis kertas, tidak kira negara asal pengeksport.
- ii) Menghapuskan *Anti-Dumping Tax* atas kertas *simili* yang diimport dari negara bukan ahli ASEAN.
- iii) Menyediakan peruntukan bagi mewujudkan lebih banyak lagi perpustakaan di seluruh negara.
- iv) Memastikan semua buku luar negara diimport terus dari negara asal tanpa melalui negara ketiga. Ini penting kerana kira-kira 70% buku-buku di perpustakaan terutama perpustakaan pusat pengajian tinggi merupakan buku-buku import dan bukannya buku tempatan. Ini boleh menjimatkan wang negara.
- v) Menggalakkan buku-buku import dicetak dalam negara supaya membantu industri percetakan tempatan berkembang.
- vi) Pihak Kementerian Kewangan haruslah memberi insentif berupa menaikkan *rebate* ke atas pembelian buku dari RM 1,000 kepada RM 2,000.

# 2. **ISU**:

Industri buku merupakan majikan yang besar yang dapat memainkan peranan dalam pembangunan ekonomi negara. Lebih daripada 60% daripada kira-kira 30,000 pekerja dalam industri ini terdiri dari golongan graduan/siswazah. Ini bermakna peluang pekerjaan yang amat luas tersedia bagi graduan di negara ini menceburi diri dalam industri buku. Kerajaan harus memberi sokongan yang sewajarnya untuk industri ini bagi mengatasi masalah pengangguran di kalangan graduan/siswazah.

# **CADANGAN:**

- Pihak Kementerian Kewangan perlulah menyediakan kemudahan kewangan untuk usahawan-usahawan dalam industri buku.
- ii) Menggalakkan pihak bank menyediakan *quota* khas untuk pinjaman kepada pengusaha-pengusaha industri buku.
- iii) Menyediakan subsidi, *grants* atau *tax incentive* kepada pengusaha projek atau aktiviti yang boleh mengembangkan industri buku.
- iv) Dana khas haruslah diwujudkan sebagai galakan kepada penulis dan juga untuk membantu pengusaha-

pengusaha buku tempatan khususnya penerbitan buku-buku ilmu dalam bahasa kebangsaan.

# **KESIMPULAN**

Pihak MABOPA berharap agar cadangan-cadangan ini diberi perhatian dan pertimbangan oleh pihak Kerajaan dalam konteks pembangunan k-ekonomi seperti yang digariskan dalam Rancangan Malaysia Kesembilan (RMK9). Industri penerbitan yang berkembang dapat memberikan pelbagai manfaat yang dapat menyumbang serta menjana pertumbuhan modal insan dan ekonomi negara yang lebih mapan.



Maka adalah dengan ini dipersetujui untuk ditandatangani, suatu Memorandum Persefahaman antara Ikatan Penerbit Buku Indonesia (IKAPI) dengan Persatuan Penerbit Buku Malaysia (MABOPA) pada hari ini bertarikh 20 Mac 2010 di Pusat Dagangan Dunia Putra (PWTC), Kuala Lumpur, untuk melaksanakan bentuk-bentuk kerjasama sebagaimana dinyatakan dalam Deklarasi Kuala Lumpur 2010 yang merupakan sebahagian daripada Memorandum Persefahaman ini.

Dengan ini adalah diwakilkan untuk ditandatangani bagi pihak IKAPI dan MABOPA oleh:

Setia Dharma Madjid Presiden IKAPI Law King Hui Presiden MABOPA

Bertarikh: 20 Mac 2010

# Deklarasi Kuala Lumpur 20 Mac 2010

Bahawa pada hari ini telah terbentuk suatu persefahaman antara Ikatan Penerbit Buku Indonesia (IKAPI) dengan Persatuan Penerbit Buku Malaysia (MABOPA) yang merangkumi bentuk-bentuk kerjasama seperti berikut:

- Membangunkan dan mengemas kini dari tahun ke tahun suatu katalog bersama penerbitan berlesen yang telah dijalankan antara penerbit Indonesia dengan penerbit Malaysia berserta dengan pameran contoh-contoh penerbitan tersebut semasa berlangsungnya pesta buku di Indonesia dan Malaysia.
- Membangunkan pangkalan data tentang profil ahli-ahli serta statistik penerbitan kedua-dua buah negara sama ada dalam bentuk direktori atau laporan untuk edaran silang bagi memudahkan para penerbit di Indonesia dan Malaysia mencari rakan penerbit yang paling sesuai dengan keperluan masing-masing.
- Memainkan peranan sebagai agen penerbitan (literary agent) bagi penerbit daripada kedua-dua negara melalui sesi pemadanan perniagaan di tapak dan pemadanan secara atas talian.
- Memainkan peranan sebagai biro maklumat bagi para penerbit daripada kedua-dua negara mendapatkan maklumat tentang aktiviti perbukuan dan maklumat-maklumat industri yang lain yang penting bagi perancangan perniagaan masing-masing.
- Penganjuran bersama persidangan, seminar, latihan dan bengkel dari semasa ke semasa meliputi pelbagai bidang kemahiran industri seperti penyuntingan, penyediaan ilustrasi, reka bentuk, percetakan, pemasaran dan pengedaran, perundangan setempat serta topik-topik yang lebih global dan kontemporari seperti produk elektronik, dagangan elektronik dan pasaran antarabangsa.
- Mewujudkan Anugerah Buku IKAPI-MABOPA bagi mengiktiraf buku-buku daripada kedua-dua buah negara yang telah mencapai tahap kecemerlangan yang wajar diberi pengiktirafan, juga sebagai galakan kepada penerbit untuk menghasilkan buku-buku berkualiti.
- Membangunkan secara bersama katalog buku IKAPI-MABOPA yang sedia-untuk-dieksport dan mencipta serta mempromosi jenama katalog tersebut untuk pasaran tempatan dan antarabangsa, contohnya Best Cultural Books from South-East Asia atau Best Cookery Books from the Malay Archipelago.
- Membangunkan suatu mekanisme bagi menyalurkan maklumat tentang keperluan perundangan dan perniagaan kedua-dua buah negara bagi manfaat ahli-ahli yang menjalankan perniagaan merentasi sempadan, seperti kadar tarif, bentuk-bentuk cukai yang perlu dibayar, keperluan Jabatan Kastam dan Eksais serta maklumat perkapalan, yang boleh disampaikan menerusi risalah garis panduan yang dikeluarkan dari masa ke masa oleh kedua-dua persatuan.