PROCLAMATION OF SALE

IN THE MATTER OF ASSIGNMENT AND FACILITY AGREEMENT BOTH DATED 18TH JANUARY 2016

BETWEEN

BANK SIMPANAN NASIONAL **……Assignee/Bank**

AND

1. MOHD EZLYIAN BIN ROSLI (NRIC NO.: 841125-15-5003)
2. FATMAWATI BINTI ANWAR (NRIC NO.: 850903-12-6298) **……. Assignors/Customers**

In the exercise of the rights and powers conferred upon the Assignee/Bank under an **Assignment and Facility Agreement both dated 18th January 2016** entered between the Assignors/Borrower and the said Assignee/Bank it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer will sell by: -

PUBLIC AUCTION

VIA ONLINE BIDDING
ON WEDNESDAY, THE 25TH DAY OF NOVEMBER 2026,
AT 10.00 A.M.
AT WEBSITE www.rajanauctioneers.com

Prospective bidders may submit bids for the property online via www.rajanauctioneers.com
(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)

NOTE:- All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:

a) Read and fully understand all the terms and conditions of sale herein;
b) Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities;
c) Inspect the subject property;
d) Verify pertinent particulars of the documents;
e) Verify the postal address of the subject property with the developer/registered proprietor,
f) Check on the issuance of separate individual title for the subject property with developer/registered proprietor;
g) Seek legal advice on the terms and conditions of sale herein;
h) Make necessary enquiries with the relevant authorities and the developer/registered proprietor, on the Restriction-In-Interest, Terms and conditions of consent to the sale herein; and
i) The subject property is sold on "as is where is" basis.
j) The Assignee/Bank is not responsible in obtaining any consent from the Developer/registered proprietor, and/or/ state authorities or relevant bodies prior or after the auction sale.

PARTICULARS OF TITLES:

Strata title of the property has not been issued yet.

Master Title No. / Lot No.	:	CL 015045057, CL 015045048, CL 015269066, CL 015269057, CL 015068265, CL 015067393 & CL 015045039
District / State	:	Kota Kinabalu / Sabah
Developer's Parcel No	:	Lot No. 3N-3-10, Storey No. 3, Building No. Block 3N
Tenure	:	Leasehold interest for 99 years, expiring on 31st December 2110
Floor Area	:	64.10 square metres (690 square feet)
Developer / Proprietor	:	The W Property Collection Sdn. Bhd. (Company No.: 220920-M)
Beneficial Owned (s)	:	**1. Mohd Ezlyian Bin Rosli** **2. Fatmawati Binti Anwar**
Encumbrances	:	Assigned to **Bank Simpanan Nasional**
Note	**:**	**Bumiputra Lot**

LOCATION AND DESCRIPTION:

The subject property is **a residential apartment unit situated on the third level of a block of 5-storey walk-up apartment (Type A3 – intermediate unit)** and bearing postal address as **Lot No. 3N-3-10, Block 3N, Third Level, Lorong Universiti Utama 5/2, Universiti Utama Condominium Phase 5, Off Jalan Tuaran, Telipok, 88450 Kota Kinabalu, Sabah.**

Accommodation: Living cum dining area, wet kitchen,1 master bedroom with attached bathroom w/c, 2 bedrooms and 1 bath/wc.

RESERVE PRICE:

The property will be sold on **"as is where is basis"** subject to a reserve price of **RM 157,464.00 (RINGGIT MALAYSIA : ONE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED SIXTY FOUR ONLY)** and to the Conditions of Sale by way of an Assignment from the above Assignee and subject to the consent being obtained from the Developer and other relevant authorities, if any and all expenses incurred in obtaining the said consent shall be borne by the Purchaser. **Online bidders are further subject to the Terms & Conditions on www.rajanauctioneers.com**

All intending bidders are required to deposit to the Auctioneer **10%** of the fixed reserve price by way of **BANK DRAFT** in favour of **BANK SIMPANAN NASIONAL latest by 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY**. The balance of the purchase price to be settled by the Purchaser within **ONE HUNDRED AND TWENTY (120) days** from the date of the sale to **BANK SIMPANAN NASIONAL. For online bidders please refer to the Terms & Conditions on www.rajanauctioneers.com on the manner of payment of the deposit.**

CONSENT TO TRANSFER:

The subject property will be sold subject to the Consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities (if applicable).

For further particulars, please apply to **Messrs. MN Maduarin & Associates,** Solicitors for the Assignee/Bank whose address for service is at 1st Floor, Wisma Intiutama, Jalan Dewan, 88000 Kota Kinabalu, Sabah. Tel: 088-258101, Email: mnmaduarin@gmail.com) **(Ref: MA/BSN/NTQ/BMYHOME/596-23/MN-a)** or the under mentioned Auctioneer:

RAJAN AUCTIONEERS SDN. BHD. (Co. No.889884-H)
No. 36A, 1st Floor, Jalan Dato Hamzah,
41000 Klang, Selangor Darul Ehsan.
Tel: 03-33749312 / Fax: 03-33737680
Email: rajanauctioneers@gmail.com
Website: www.rajanauctioneers.com
Our Ref: RA/BSN/MNMA/KK/0419-26

G. RAJAN
(Licensed Auctioneer)
H/P: 013-304 0060
H/P: 012-2738109

PERISYTIHARAN JUALAN

DALAM PERKARA PENYERAHAN HAK DAN PERJANJIAN KEMUDAHAN KEDUA-DUANYA BERTARIKH 18HB JANUARI 2016

DI ANTARA

BANK SIMPANAN NASIONAL **…....Pihak Pemegang Serahhak/Bank**

DAN

1. MOHD EZLYIAN BIN ROSLI (NO. K/P: 841125-15-5003)
2. FATMAWATI BINTI ANWAR (NO. K/P: 850903-12-6298) …..Pihak-Pihak Penyerahhak/Pihak-Pihak Peminjam

Dalam perkara **Penyerahan Hak dan Perjanjian Kemudahan kedua-duanya bertarikh 18hb Januari 2016** di antara Pihak Pemegang Serahhak/Bank dan Pihak Penyerahhak/Pihak Pelanggan dan dalam menjalankan Hak dan Kuasa oleh Pihak Pemegang Serahhak/Bank dan di bawah Perjanjian tersebut adalah dengan ini diperisytiharkan bahawa Pihak Pemegang Serahhak/Bank dengan dibantu oleh Pelelong yang tersebut di bawah ini akan menjual secara:

LELONGAN AWAM

SECARA ATAS TALIAN
PADA HARI RABU, 25HB NOVEMBER 2026,
JAM 10.00 PAGI,
DI LAMAN WEB www.rajanauctioneers.com

Bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui www.rajanauctioneers.com
(Untuk pembidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan)

NOTA:- ***Semua pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:***
a) Membaca dan memahami dengan teliti terma dan syarat-syarat jualan;
b) Membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan;
c) Memeriksa hartanah tersebut;
d) Memeriksa butir-butir mustahak dalam dokumen-dokumen;
e) Memastikan alamat pos hartanah dengan pihak pemaju/pemilik tanah berdaftar;
f) Memeriksa dengan pemaju/pemilik tanah berdaftar mengenai status pengeluaran hakmilik individu;
g) Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini;
h) Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan, Terma dan Syarat-syarat kebenaran untuk jualan ini; dan
i) Hartanah Tersebut dijual dalam keadaan "seperti sedia ada".
j) Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada pemaju dan/atau mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.

BUTIR-BUTIR HAKMILIK:

Hakmilik strata untuk hartanah subjek belum dikeluarkan.

No. Hakmilik Induk / No. Lot	:	CL 015045057, CL 015045048, CL 015269066, CL 015269057, CL 015068265, CL 015067393 & CL 015045039
Daerah / Negeri	:	Kota Kinabalu / Sabah
No. Petak Pemaju	:	No. Lot 3N-3-10, No. Tingkat 3, No. Bangunan Blok 3N
Pegangan	:	Pajakan selama 99 tahun, tempoh tamat pada 31hb Disember 2110
Keluasan Lantai	:	64.10 meter persegi (690 kaki persegi)
Pemaju / Pemilik	:	The W Property Collection Sdn. Bhd. (Company No.: 220920-M)
Pemilik Benefisiari	:	**1. Mohd Ezlyian Bin Rosli** **2. Fatmawati Binti Anwar**
Bebanan	:	Diserahhak kepada **Bank Simpanan Nasional**
Nota	**:**	**Bumiputra Lot**

LOKASI DAN KETERANGAN HARTANAH:

Harta tersebut adalah **sebuah unit pangsapuri kediaman yang terletak di tingkat tiga sebuah blok pangsapuri lima tingkat tanpa lif (Jenis A3 – unit pertengahan)** yang beralamat di **Lot No. 3N-3-10, Block 3N, Third Level, Lorong Universiti Utama 5/2, Universiti Utama Condominium Phase 5, Off Jalan Tuaran, Telipok, 88450 Kota Kinabalu, Sabah.**

Akomodasi:- Ruang tamu merangkap ruang makan, dapur basah, 1 bilik tidur utama berserta bilik mandi/tandas, 2 bilik tidur dan 1 bilik mandi/tandas.

HARGA RIZAB:

Hartanah tersebut akan dijual secara **"Dalam Keadaan Sedia Ada"** dan tertakluk kepada satu harga rizab sebanyak **RM 157,464.00 (RINGGIT MALAYSIA: SATU RATUS LIMA PULUH TUJUH RIBU EMPAT RATUS ENAM PULUH EMPAT SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan yang dinyatakan di Perisytiharan Jualan dan tertakluk kepada kebenaran yang diperolehi daripada pihak Pemaju/Pemilik Tanah dan Pihak Berkuasa yang berkenaan jika ada dan semua perbelanjaan untuk memperolehi kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya.**Pembeli dalam talian juga tertakluk kepada Terma-terma dan Syarat-syarat Dalam Talian yang terkandung dalam www.rajanauctioneers.com.**

DEPOSIT:

Bagi penawar-penawar yang berminat ingin membuat tawaran adalah dikehendaki mendepositkan kepada Pelelong sebanyak **10%** daripada harga rizab dalam bentuk **BANK DERAF** di atas nama **BANK SIMPANAN NASIONAL sekurang-kurangnya SATU (1) HARI BEKERJA SEBELUM TARIKH LELONGAN, selewat-lewatnya pada pukul 4 petang** dan baki wang belian hendaklah dibayar oleh pembeli dalam tempoh **SATU RATUS DUA PULUH (120) hari** dari tarikh jualan kepada **BANK SIMPANAN NASIONAL. Pembida dalam talian, sila rujuk Terma & Syarat di www.rajanauctioneers.com untuk cara-cara pembayaran deposit.**

KEBENARAN PINDAHMILIK:

Hartanah tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembeli berjaya daripada Pemaju dan/atau mana pihak berkuasa lain (jika berkenaan).

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan MN Maduarin & Associates,** Peguamcara bagi Pihak Pemegang Serahhak/Bank diatas yang beralamat di 1st Floor, Wisma Intiutama, Jalan Dewan, 88000 Kota Kinabalu, Sabah. Tel: 088-258101, Email: mnmaduarin@gmail.com) **(Ruj: MA/BSN/NTQ/BMYHOME/596-23/MN-a)** atau Pelelong yang tersebut di bawah ini:-

RAJAN AUCTIONEERS SDN. BHD. (Co. No.889884-H)
No. 36A, 1st Floor, Jalan Dato Hamzah,
41000 Klang, Selangor Darul Ehsan.
Tel: 03-33749312 / Fax: 03-33737680
Email: rajanauctioneers@gmail.com
Website: www.rajanauctioneers.com
Ruj Kami: RA/BSN/MNMA/KK/0419-26

G. RAJAN
(Pelelong Berlesen)
H/P: 013-304 0060
H/P: 012-2738109

CONDITIONS OF SALE

1. This sale is made by **BANK SIMPANAN NASIONAL** (*the Assignee/Bank*) in the exercise of the rights and powers conferred upon the Assignee/Bank pursuant to **Assignment and Facility Agreement both dated 18th January 2016** executed by **Mohd Ezlyian Bin Rosli and Fatmawati Binti Anwar** (*the Assignors/Customers*) in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.

2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up for sale again or put the property at the last undisputed bid or withdraw the property.

3. The Assignee/Bank be and is hereby at liberty to bid for the property (without having to pay any deposit whatsoever) and in the event of it becoming the Purchaser, to set-off the purchase price against the amount due and owing under the **Assignment and Facility Agreement both dated 18th January 2016** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.

4. No bid shall be less than in advance of the last previous bid than a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bidding shall be retracted.

5. All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer **ten percent (10%)** of the fixed reserve price for the said property by Bank Draft only in favour of **BANK SIMPANAN NASIONAL, latest by 4 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY**.

6. Any intending bidders who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the commencement of the Auction Sale an Authority Letter to state that he/she is acting on behalf of another person, body corporate or firm and that he/she is authorized to sign all the necessary documents. The Auctioneer shall have the absolute discretion to determine whether the Authority Letter is acceptable to the Auctioneer to permit the Agent to bid at the Auction Sale and the decision of the Auctioneer in this matter is final. All intending bidders shall be required to produce their Identity Card or to verify their identities prior to the commencement of the Auction Sale, failing which they shall not be eligible to participate in the bidding. If the successful bidder is below 18 years old at the date of Auction Sale or is an undischarged bankrupt or is not legally competent to purchase the property or if the property is imposed with Bumiputra restriction is sold to a non-Bumiputra, then such sale be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put the property for sale.

7. Immediately after fall of the hammer, the Purchaser other than the Assignee/Bank if he is the purchasers shall pay to **BANK SIMPANAN NASIONAL** the difference between the deposit pursuant to clause 5 above and the sum equivalent to **ten percent (10%)** of the successful bid either in cash or by **BANK DRAFT** as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.

8. In default of such deposit or if the Purchaser fails to sign the Memorandum the property shall forthwith be again put up for sale and the deposit of **ten percent (10%)** of the reserve price shall be forfeited to the said Assignee/Bank.

9. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank within **ONE HUNDRED AND TWENTY (120) DAYS** from the date of the Auction sale by Bank Draft only drawn in favour of **BANK SIMPANAN NASIONAL**. The Assignee/Bank is under no obligation to extend the period of **120 days**. However, the period of **One Hundred and Twenty (120) days** may be extended by the Assignee/Bank in its absolute discretion upon written request by the Purchaser or his Solicitors before the expiry date provided that if any extension is granted, the Purchaser shall pay in the form of advance payment to the Assignee/Bank an interest at a rate to be determined by the Assignee/Bank at its absolute on the balance of the purchase price calculated on daily basis until full payment of such amount (on or before the extended expiry date).

10. In default of such payment of the balance of the purchase price within the time and manner as stipulated in Clause 9 above, the property shall be again put for sale. The deposit paid pursuant to Clause 5 and 7 above shall be forfeited by the Assignee/Bank and the Purchaser shall bear its own costs, expenses and/or losses arising from such default.

11. Upon full payment of the balance of the purchase price in accordance with Clause 9 above and subject to the approval and the consent to transfer from the Developer/Vendor and/or any relevant authorities, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaser's cost and expenses (including legal fees, stamp duty, registration fees and charges), an Assignment in favour of the Purchaser of all the rights, time, interest and benefits under the Principal Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitor's fees and disbursements in preparing and/or approving the Assignment and any administrative or transfer costs or any other maintenance/service charge and outgoings that may be due to or imposed by the Developer/Vendor and/or any relevant authorities the Assignee/Bank shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(s) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank.

12. In the event of the individual title/strata title has been or is issued, the Purchaser of the property shall bear the costs and expenses for the perfection of Assignment and the transfer of the title over the property to the Purchaser.

13. **Any arrears of quit rent, maintenance & management charges and assessment rate which may be lawfully due to any relevant authority or the Developer up to the date of the successful sale of the subject property shall be paid out of the purchase money upon receipt of the full sale proceeds, PROVIDED ALWAYS the afore going shall not include payment(s) due to Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., Sarawak Electricity Supply Corporate (SESCO), Sabah Electricity Sdn. Bhd, Sabah Water Department, Kuching Water Board and/or Perbadanan Urus Air Selangor Berhad (PUAS) / Sarawak Information Systems Sdn Bhd (SAINS) for utilities and/or sewerage supplied to the property and any late payment/penalty on the followings; quit rent, maintenance & management charges and assessment rate. Thereafter the same shall be borne by the Purchaser. The Purchaser shall be solely responsible for obtaining and complying with the Conditions of approval of any relevant authority and/or Developer/ Proprietor and all charges, fees, costs and expenses thereof shall be borne and paid by the Purchaser.**

14. The Purchaser shall admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and in the muniments respectively

15. All necessary investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves and all expenses relating thereto shall be for their own account only.

16. The property is sold on “as is where is” basis and subject to all existing leases, easements, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the purchaser shall be deemed to have full knowledge of the state and condition of the property.

17. **Notwithstanding any contrary terms and conditions imposed by the Developer on the Assignee/Bank in granting consent to the sale, it is agreed that any arrears of quit rent, maintenance and management charges, assessment rate, taxes, insurance and sinking fund contributions, which may be lawfully due to any relevant authorities or Developer up to the date of successful auction sale of the property, shall be paid by the Assignee/Bank from purchase money upon receipt of the full sale proceeds from the Purchaser. This obligation of the Assignee/Bank does not extend to payments due for utilities and/or sewerage supplied by Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., Sarawak Electricity Supply Corporate (SESCO), Sabah Electricity Sdn. Bhd, Sabah Water Department, Kuching Water Board and/or Perbadanan Urus Air Selangor Berhad (PUAS) / Sarawak Information Systems Sdn Bhd (SAINS), nor does it include any late payment charges or penalties related to quit rent, maintenance and management charges, and assessment rate, which shall be borne solely by the Purchaser. After the date of the successful auction sale of the property, all outstanding charges or arrears incurred after the auction sale date shall be borne solely by the Purchaser, who shall also be responsible for obtaining and complying with any required approvals from relevant authorities and/or the Developer/Proprietor, including covering all associated charges, fees, costs, and expenses. As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regards any losses or damages of whatsoever nature or howsoever occurring.**

18. The property is believed and shall be taken to be correctly described and is sold subject to all easements, there over without any obligation arising to define the same respectively and no error, misstatements or miss-description shall annul the sale nor shall any compensation be allowed respect thereof.

19. All cost, charges or incidentals of the title of the property shall be borne by the Purchaser.

20. The Purchaser shall within **one hundred and twenty (120) days** from the date of the auction sale apply to and obtain from the Developer and/or other relevant authorities (if any) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority, whichever is the earlier and to keep the Assignee/Bank informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.

21. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchaser price in full shall at their/his own expenses take possession of the property without obligation on the part of the Assignee/Bank or his Agent to give vacant possession.

22. The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intension of acquiring the whole or any part of the property or any improvement schemes and if such encroachments shall be found to exist or if the Government or any local authority has any such intention of the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.

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

24. Loans will be provided to the successful bidder subject to the terms, rules and regulations imposed by the Assignee.

25. For the purpose of these conditions time shall be of the essence of the contract.

26. In the event there is any balance of monies due to the Developer/Registered Proprietor by the Assignor under their original Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer/Registered Proprietor such balance if any.

27. In the event of the sale being set aside or cancelled or terminated for any reason whatsoever or the property is unable to be transferred to the Purchaser for any reason whatsoever or consent not being obtained from the Developer and/or any other relevant authorities, this sale shall be null and void and be of no further effect and the Assignee/Bank shall refund the deposit free of interest to the Purchaser and upon such refund the Purchaser shall not have any further claim or demand whatsoever against the Assignee/Bank or any other party in respect of this sale, and the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.

28. In the event of any discrepancy, miss-statement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.

29. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.

30. The Assignee/Bank be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.

CONTRACT

MEMORANDUM: - At the sale by Public Auction held this **25th day of November, 2026 (Wednesday)** the property comprised in the foregoing Particulars that is to say the right title interest and benefits under the **Assignment and Facility Agreement both dated 18th January 2016** entered in between **Bank Simpanan Nasional** of the one part and by **Mohd Ezlyian Bin Rosli and Fatmawati Binti Anwar.** The highest bidder stated below has been declared as the Purchaser of the said property for the sum of **RM……..** who has paid to the Solicitor's abovenamed sum of **RM……** by way of deposit and agrees to pay the balance of the purchase money and complete the purchase according to the conditions aforesaid. The said Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

Purchase Money RM……..

Deposit Money RM……..

Balance Due RM…….

1) First Purchaser's Name:- …….

I/C No:- …….

2) Second Purchaser's Name:- ……

I/C No:- ……..

Address:- ……

……..

_____

Signature of Purchaser(S)
/Purchaser(s)'s Authorized Agent

_____

SIGNATURE
For **Messrs. Rajan Auctioneers Sdn Bhd**
Mr Rajan A/L Govindan
LICENSED AUCTIONEER

_____

SIGNATURE
For Messrs. MN Maduarin & Associates
SOLICITOR FOR THE ASSIGNEE

Online Terms and Conditions

1. Recitals

1.1. The Online Terms and Conditions shall apply to every e-auction sale for immovable property on www.rajanauctioneers.com

1.2. "www.rajanauctioneers.com" is a website under the ownership of Rajan Auctioneers Sdn Bhd (Registration No.: 889884-H)("the Auctioneer") whose address is at: No.36A, 1st Floor, Jalan Dato Hamzah, 41000 Klang, Selangor.

1.3. The terms and condition shall prevail along with the terms and conditions stipulated in attached Proclamation of Sales and Conditions of Sales.

1.4. The particulars and schedule of public auction by the Auctioneer such as venue, time and date will be announced in the Proclamation of Sales.

1.5. E-Bidder who are interested to participate in the auction are required to accept and agree with the Online Terms and Conditions before proceeding with registration

1.6. E-Bidders are solely responsible to login to the correct and valid Auctioneer's website at http://www.rajanauctioneers.com and not otherwise. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer and their website and their respective agents or servants shall not be liable if E-Bidder intentionally or unintentionally, wrongly or mistakenly login to fake, fraudulent and scam website.

1.7. E-Bidders, who have deposited the 10% deposit of the reserve price of the subject property, they intended to bid for ("the property") shall fulfil other conditions as per the Conditions of Sales and will receive notification from the Auctioneer as "Registered E-Bidders".

1.8. Registered E-Bidders are entitled to participate in every public auction

1.9. The Auctioneers shall have the sole discretion to update and amend the Online Terms and Conditions from time to time.

1.10. E-Bidders are solely responsible to ensure that the internet connection is stable at the commencement of and for the entire proceedings.

1.11. The Auctioneer will not bear any responsibility for any disruption, delays, failures, errors, omissions, or loss of transmitted information due to poor internet connection during the auction.

1.12. Decisions made by the Auctioneer shall be final and no reversal in decision can made.

2. Eligibility of Registered E-Bidders.

2.1. E-Bidders who register as a user to participate in every public auction on Rajan Auctioneers website shall:

2.1.1. Be of 18 years and above, sound mind and not an undischarged bankrupt;

2.1.2. For a company, be incorporated under the laws of Malaysia and must not be in liquidation;

2.1.3. Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-Bidders to participate in the public auction and complete the purchase in the event of successful bid.

2.2. E-Bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian bidders or companies are also advised to take note of restrictions applicable on foreign purchase policy imposed by relevant authorities.

3. Requirements for E-Bidders

3.1. For Individual/ Joint E-Bidders, the following documents shall be uploaded during online registration;

3.1.1. Copy of Identification Documents (both sides)

3.1.2. Evidence of deposit payment

3.2. For Agent acting for Individual/ Joint Online Bidders, the following documents shall be uploaded during online registration;

3.2.1. Copy of Identification Documents (both sides) of Individual/ Joint Online Bidder

3.2.2. Copy of Identification Documents (both sides) of Agent

3.2.3. Copy of letter of authorization to bid

3.2.4. Evidence of deposit payment

3.3. For Company, the following documents shall be uploaded during online registration:

3.3.1. Copy of Identification Documents (both sides) of the representative.

3.3.2. Copy of letter of authorization to bid under the Company's Letter Head

3.3.3. Form 24; Form 44; Form 49 (or their equivalent forms under the Companies Act 2016)

3.3.4. Certified true copy of the company's Memorandum and Articles of Association (M&A)

3.3.5. Board of Director's Resolution

3.3.6. Evidence of deposit payment

3.4. E-Bidders who are a Foreign Citizen, Foreign Company or Permanent Resident are only allowed to bid for the property with the prior written consent of the Foreign

Investment Committee and/or Economic Planning Unit of the Prime Minister Department and/or relevant authorities which shall be uploaded during online registration failing which, the Auctioneer has the sole discretion to reject their registration as registered E-Bidders.

4. Registration for E-Bidders

4.1. Parties who are interested to participate in public auction as ("E-Bidders") may do so by logging on to the Auctioneer's website and register as a user.

4.2. E-Bidders shall provide true, current and accurate information to register as a user.

4.3. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit in the Auctioneer's website latest by 12.00 noon, at least one (1) working day before the auction date.

4.4. Registered E-Bidders will be provided with the user ID and password. This user ID and password can be used for a session only.

4.5. E-Bidders may browse through the Auctioneer's website and select the properties they wish to bid.

4.6. E-Bidders are responsible to identify the property properly and to ensure that the details and description of the property are correct and accurate before bidding.

4.7. The terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the Auctioneer's website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale shall prevail.

4.8. It is the sole and absolute responsibility of all intending E-bidders at their own costs and expense, seek and obtain information about the property from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the property and to satisfy themselves on the physical condition of the property and all matters in connection with the property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the property and the terms of the conditions and restrictions affecting the property if any, whether or not the property is reserved Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the property, the status of the separate document of title to the property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the property and the E-Bidders' eligibility and qualification to purchase the property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer's website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

5. 10% Deposit Payment of The Fixed Reserve Price

5.1. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price.

5.2. Payment of the deposit must be made via local bank transfer to in CIMB BANK BERHAD favour of Rajan Auctioneers Bidders Account (BIDDER DEPOSIT). Transaction must be done with in one (1) working day before auction date with the following details; **a) Account's Name: RAJAN AUCTIONEERS SDN BHD b) Name of Bank: CIMB BANK BERHAD c) Account Number: 8001858341 d) Description: BIDDER DEPOSIT**

5.3. Evidence of the transfer must be uploaded and submitted at the time of registration.

5.4. E-Bidders residing outside Malaysia/ ("Foreign E-Bidders") must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made to as per mentioned in Proclamation of Sale in favour of the Auctioneer in accordance with 5.2 herein above and evidence of payment must be uploaded and submitted at rajanauctioneers@gmail.com or WhatsApp at 013-3040041 within (4) working days before auction date.

6. Verification of the Registration of E-Bidders

6.1. Registration shall subject to verification and approval of the Auctioneer's website and subject further to bank's clearance of deposit payment. Please take note that approval from the Auctioneer's administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the Auctioneer. Neither the Auctioneer nor its website nor its agents and/or representative bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidders is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within three (3) working days.

6.2. Upon approval and verification by the Auctioneer's website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive a password, i.e. "PIN", and a secured hyperlink via WhatsApp to the registered mobile number or email which allows the registered E-Bidders to bid for their intended property on the auction day.

6.3. Registered E-Bidders hold the utmost responsibility in the privacy and confidentiality of the given user ID and password. In the event of given user ID and password disclosed to any other person at any time intentionally or unintentionally, the registered E-bidders must notify immediately to the Auctioneer.

7. Withdrawal Before Bidding

7.1. Registered E-Bidders, who have completed the 10% deposit payment, are entitled to withdraw from the auction at least one (1) working day before the auction date by 5.00 pm.

7.2. The 10% deposit will be refunded back to the E-Bidders within three (3) working days via online banking.

8. Bidding Amount

8.1. The Auctioneer shall have discretion to determine the increase of bidding rate based on the total number of Registered E-Bidders and value of the property auctioned.

8.2. In the event there is only one Registered E-Bidders during the auction, the public auction will begin at the property's reserve price while if there are more than one Registered E-Bidders, the public auction will begin at the increment rate which to be determined.

9. Bidding Procedures

9.1. For property with only single bidder, the property will be sold at the reserve price. The single bidder is required to click on the "Accept" button.

9.2. For property with multiple bidders, the bidding amount will be determined by the auctioneer with a new starting price.

9.3. E-bidding shall commence based on the sequence of the property lot displayed in the bidding page (Property with Auction Date)

9.4. E-Bidders shall login to the website fifteen (15) minutes before the auction commences and wait for their turn to bid for the property which they have registered.

9.5. The auction shall commence with countdown of 6,5,4,3,2,1 followed by a flash message which states "Bidding Starts".

9.6. Registered E-Bidders can bid by clicking on the bidding amount button in the website with increments of RM 1000, RM 2000, RM 3000, RM 5000 and RM 10000. Every bid will be announced by "Calling 1", "Calling 2" and "Calling 3".Upon the fall of hammer after "Calling 3", the bidding ends.

9.7. Successful and unsuccessful E-Bidders will be notified via email.

9.8. In the event of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale after the fall of hammer, the Auctioneer may at his own option forthwith determine the dispute or put up the property for sale again or put the property at the last undisputed bid and/or in the event the public auction is deferred due to technical reasons, clarification, disruption or unforeseen circumstances, the Auctioneer may at his discretion decide to pause, restart, postpone and/or withdraw the property from the public auction and the registered E-Bidders will be notified of this on the bidding page of the Auctioneer's website.

9.9. The Assignee/Bank shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever and the registered E-Bidders will be notified on the Auctioneer's website.

9.10. The decision of the Auctioneers shall be final and conclusive.

10. Post Public Auction

10.1. Successful E-Bidder are advised to sign the "Memorandum of Contract" and pay the 10% differential sum within 3 working days by attending to the Auctioneer's office from the date of auction. Failing to do so will result in the 10% deposit to be forfeited to the Assignee/Bank and the auction shall be deemed cancelled.

10.2. Successful E-Bidder who are unable to sign the "Memorandum of Contract" at the Auctioneer's office can authorize their agent to execute the procedure by submitting the following documents to the Auctioneer.

10.2.1. Copy of the agent's Identity Documents (both sides)

10.2.2. Copy of the successful E-Bidder's Identity Documents (both sides)

10.2.3. Copy of the Letter of Authorization (for individual) or certified true copy of the Board of Director's Resolution (for company) authorizing such person to do so.

10.3. In the event of inconsistency in the details of the documents uploaded in the Auctioneer's website and the actual documents of the successful E-Bidder, the Auctioneer has the right to cancel and terminate the sale and the 10% deposit shall be forfeited by the Assignee/Bank. The property shall be put up for sale again.

10.4. The "Memorandum of Contract" that is signed and stamped shall be collected by the successful E-Bidder or his agent at the Auctioneer office within seven (7) days after notification from the Auctioneer. If the E-Bidder fails to collect as aforesaid, the "Memorandum of Contract" shall be delivered by courier to the address of the successful E-Bidder and the Auctioneer shall be not responsible for the cost, expenses and loss arising thereof.

10.5. Balance of purchase price shall be settled within ninety (90) days from the date of auction sale by the successful E-Bidder

11. Applicable Laws and Jurisdiction

11.1. The usage of the Auctioneer's website together with the Online Terms & Conditions stated herein shall be governed by and construed in accordance with the laws of Malaysia.

11.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

12. Confidentiality of Information

12.1. By accessing the Auctioneer's website i.e. www.rajanauctioneers.com, all online E-Bidder acknowledge and agree that the Auctioneer and its website may collect, retain, or disclose the online E-Bidder information or any information by the Online Bidders online E-Bidder for the effectiveness of services and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.

12.2 E-Bidder shall accept all associated risks when using the service in the Auctioneer's website and shall not make any claim for any unauthorized access or any consequential loss or damage suffered.

12.3 E-Bidder shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.

12.4. E-Bidder shall comply with all the security measures related to safety of the password or generally in respect of the use of the service in the Auctioneer's website.

12.5.E-Bidder hereby accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidder shall immediately notify the Auctioneer.

13. Intellectual Property

13.1. Information such as documents, text, images, data and graphics displayed in the Auctioneer's website at www.rajanauctioneers.com shall not be published or used for other purposes without the permission of the Auctioneer.

13.2. In the event of infringement of the intellectual property rights under the Online Terms and Conditions herein, the Auctioneer may use any available legal remedies and/or take legal action which includes the demand for statutory damage, solicitors' fee and injunctive reliefs.

14. Miscellaneous

14.1. In the event of any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Online Terms and Conditions to any other language (if any), the Online Terms and Conditions in the English language shall prevail.