



MEWAH AUCTIONEERS.

A-4-17, JALAN RP5, TAMAN RAWANG PERDANA
48000 RAWANG, SELANGOR.

Tel: 012-305 5260 Email: mewah_auctioneers@yahoo.com

Rujukan Kami: (1292/26) Dlm.ME/SME/Jun'26

Tarikh: 15/6/2026.

T/N SIDEK TEOH WONG & DENNIS,
Level 16, Menara Bumiputera Commerce,
11 Jalan Raja Laut,
50350 Kuala Lumpur.
Tel: 603-2692 3000 / Fax: 603-2693 0300
Attn: Ms. Nirmala

Tuan,

PER: POSTER PERISYTIHARAN JUALAN LELONGAN AWAM
TARIKH LELONG: ISNIN, 29HB JUN 2026 (JAM : 11.00 AM)

Merujuk kepada perkara yang di atas, bersama-sama ini dilampirkan Poster Perisytiharan
Jualan bagi lelongan pada tarikh tersebut.

Di harap pihak tuan dapat mengambil tindakan selanjutnya.

Yang benar,

MEWAH AUCTIONEERS

Pelelong Berlesen.

s.k

**TETUAN SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA
BERHAD**

Remedial & Recovery, 13th Floor Menera Sme Bank
Jalan Sultan Ismail, 50250 Kuala Lumpur

RUJ: BPEC:2014(46521)1-2

ATTN:

PROCLAMATION OF SALE

IN THE MATTER OF THE SALE AND PURCHASE AGREEMENT DATED 13/5/2016 AND DEED OF ASSIGNMENT (BY WAY OF SECURITY) DATED 17/11/2016.

BETWEEN

**SMALL MEDIUM ENTERPRISE DEVELOPMENT
BANK MALAYSIA BERHAD [49572-H]**

.....ASSIGNEE

AND

MUTIARA TEKNOLOGI (M) SDN BHD [488040-D]

.....ASSIGNOR

In the exercise of the rights and power conferred upon the Assignee under the Deed of Assignment (By Way of Security) dated 17/11/2016 between the Assignee and the Assignor, it is hereby proclaimed that the Assignee with the assistance of the undermentioned Auctioneer;

WILL SELL BY

PUBLIC AUCTION

**ON MONDAY, THE 29TH DAY JUNE OF 2026, AT 11.00 A.M.
AT NO. 9-1, 1ST FLOOR, JALAN URANUS AG U5/AG, SEKSYEN U5,
40150 SHAH ALAM, SELANGOR.**

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

TITLE PARTICULARS:-

Parent Title No	: PN 343688 (formerly known as PN 97745)
Parent Lot No.	: Lot 77308
Mukim/ District/ State	: Bandar Baru Bangi/Ulu Langat/Selangor Darul Ehsan.
Developer's Parcel	: 03A-2
Building & Storey No	: B & 2
Accessory Parcel	: 140 & 201
Floor Area	: 173.27 square metres (1,865.06 square feet)
Tenure	: 99 years Leasehold. Expiring on 22/2/2104.
Category of Land Use	: "Bangunan"
Express Condition	: "Bangunan Perniagaan"
Restriction-in-Interest	: "Tanah yang diberi milik ini tidak boleh dipindah milik, dipajak atau digadai melainkan dengan kebenaran Pihak Berkuasa Negeri".
Encumbrances	: Assigned to Small Medium Enterprise Development Bank Malaysia Berhad vide Deed of Assignment dated 17/11/2016.

DESCRIPTION AND LOCATION OF PROPERTY:-

The subject property is **an office lot**, bearing postal address of Unit No. **B-03A-2, JALAN MEDAN PB 5, BANDAR BARU BANGI, 43650 BANDAR BARU BANGI, SELANGOR DARUL EHSAN.**

RESERVE PRICE:- The property will be sold subject to a reserve price of **RM486,000.00 (Ringgit Malaysia FOUR HUNDRED EIGHTY SIX THOUSAND ONLY)**, and to the Conditions of Sale as attached in the Proclamation of Sale.

All intending bidders are required to deposit 10% of the fixed reserve price by way of **Bank Draft** in favour of **Small Medium Enterprise Development Bank Malaysia Berhad**, to the Auctioneer before 10.45 am on the day of the Auction sale. The balance of the purchase price shall be paid by the successful bidder within **One Hundred Twenty (120) Days** from the date of the Auction sale to **Small Medium Enterprise Development Bank Malaysia Berhad**.

For further particulars, please apply to **Messrs Sidek Teoh Wong & Dennis**, Solicitors for the Assignee, At Level 16, Menara Bumiputera Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur. Tel: 603-2692 3000 / Fax: 603-2693 0300, or to the undermentioned Auctioneer;

MEWAH AUCTIONEERS

A-4-17, Jalan RP5,
Taman Rawang Perdana, 48000 Rawang, Selangor
Email: mewah_auctioneers@yahoo.com

AHMAD ZULKIFLI BIN AZIZAN.

Licensed Auctioneer.

Tel: 012-305 5260

Ref: (1292/26)Dlm.ME/SME/Jun'26

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI PERJANJIAN JUAL DAN BELIAN KEDUA-DUANYA
BERTARIKH 13/5/2016 DAN PERJANJIAN SERAHHAK (MELALUI CARA SEKURITI)
BERTARIKH 17/11/2016

DI ANTARA

**SMALL MEDIUM ENTERPRISE DEVELOPMENT
BANK MALAYSIA BERHAD [49572-H]**

...PIHAK PEMEGANG SERAHHAK

DAN

MUTIARA TEKNOLOGI (M) SDN BHD [488040-D]

.....PENYERAHHAK

Dalam melaksanakan hak-hak dan kuasa-kuasa yang telah diberikan kepada Pihak Pemegang Serahhak dalam Perjanjian Serahhak (Melalui Cara Sekuriti) yang bertarikh 17/11/2016 diantara Pihak Pemegang Serahhak dan Pihak Penyerahhak, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serahhak dengan dibantu oleh Pelelong yang tersebut dibawah;

AKAN MENJUAL SECARA LELONGAN AWAM

**PADA 29HB JUN 2026, BERSAMAAN HARI ISNIN, JAM: 11.00 PAGI.
DI NO. 9-1, 1ST FLOOR, JALAN URANUS AG U5/AG, SEKSYEN U5,
40150 SHAH ALAM, SELANGOR.**

Nota: Bakal-bakal pembeli adalah dinasihatkan agar membuat carian hakmilik secara rasmi di Pejabat Tanah Daerah dan memeriksa semua tanggungan, bebanan serta mengenal pasti dengan tepat hartanah tersebut sebelum jualan lelongan dijalankan.

BUTIR-BUTIR HAKMILIK:-

No. Hakmilik Induk	: PN 343688 (dahulunya kenali sebagai PN 97745)
No. Lot Induk	: Lot 77308
Mukim/ Daerah/ Negeri	: Bandar Baru Bangi/Ulu Langat/Selangor Darul Ehsan.
No. Petak Pemaju	: 03A-2
No. Bangunan & Aras	: B & 2
Petak Aksessori	: 140 & 201
Keluasan Lantai	: 173.27 meter persegi (1,865.06 kaki persegi).
Pegangan	: Pajak 99 tahun. Tamat pada 22/2/2104.
Kategori Kegunaan Tanah	: Bangunan
Syarat Nyata	: Bangunan Perniagaan
Sekatan Kepentingan	: Tanah yang diberi milik ini tidak boleh dipindah milik, dipajak atau digadai melainkan dengan kebenaran Pihak Berkuasa Negeri.
Bebanan	: Diserahkan Hak kepada Small Medium Enterprise Development Bank Malaysia Berhad melalui Perjanjian Serahhak bertarikh 17/11/2016.

PERIHAL DAN LOKASI HARTANAH:-

Harta tersebut adalah merupakan **sebuah lot pejabat** yang beralamat di **No. B-03A-2, JALAN MEDAN PB 5, BANDAR BARU BANGI, 43650 BANDAR BARU BANGI, SELANGOR DARUL EHSAN.**

HARGA RIZAB:-Harta tersebut akan dijual tertakluk kepada satu harga rizab sebanyak **RM486,000.00 (Ringgit Malaysia EMPAT RATUS LAPAN PULUH ENAM RIBU SAHAJA)** dan kepada Syarat-syarat Jualan yang dilampirkan.

Penawar yang berminat, adalah dikehendaki menandatangani 10% daripada Harga Rizab dalam bentuk **Bank Draf** atas nama **Small Medium Enterprise Development Bank Malaysia Berhad**, kepada Pelelong sebelum Jam 10.45 pagi pada hari Lelongan. Baki wang belian hendaklah dibayar oleh pembida yang berjaya dalam tempoh **Satu Ratus Dua Puluh (120) hari** dari tarikh jualan Lelong kepada **Small Medium Enterprise Development Bank Malaysia Berhad**.

Untuk butir-butir selanjutnya, sila berhubung dengan **T/N Sidek Teoh Wong & Dennis**, Peguamcara bagi Pihak Pemegang Serahhak di Tingkat 16, Menara Bumiputera Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur. Tel: 603-2692 3000 / Fax: 603-2693 0300 atau kepada pelelong sepertimana yang tersebut dibawah;

MEWAH AUCTIONEERS

Tingkat A-4-17, Jalan RP5,
Taman Rawang Perdana, 48000 Rawang, Selangor
Email: mewah_auctioneers@yahoo.com

AHMAD ZULKIFLI BIN AZIZAN.

Pelelong Berlesen.
Tel: 012-305 5260
Ruj: (1292/26)Dlm.ME/SME/Jun'26

CONDITIONS OF SALE

1. This sale is made by **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** ("the Assignee/Bank") in exercise of the rights and powers conferred upon the SALE AND PURCHASE AGREEMENT BOTH DATED 13/5/2016 AND DEED OF ASSIGNMENT(BY WAY OF SECURITY) DATED 17/11/2016, executed by **MUTIARA TEKNOLOGI (M) SDN BHD** ("Assignor/ Customer") in favour of the Assignee and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.
2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. The Auctioneer reserves the right to alter or add to these conditions of sale at any time prior to the sale. In the case of any dispute as to any bid at the option of the Assignee, the Auctioneer may forthwith determine the dispute or put the property up again or the property at the last undisputed bid or withdraw the property.
3. The Assignee be and is hereby at liberty to bid for the property (without having to pay any deposit whatsoever.) The Auctioneer shall have the right to withdraw the property for sale at any time before it has been actually knocked down and either after or without declaring the reserved price. In the event of the Assignee becoming the Purchaser, the Assignee is at liberty to set off the purchase price against the amount due and owing under the said Property Purchase Agreement, Property Sale Agreement and Deed of Assignment, Power of Attorney plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.
4. No bid shall be less than the previous bid and the sum to be fixed by the Auctioneer at the time the property is put up for sale and no bid shall be retracted. Should there be any retraction from the bidder(s) before the fall of the hammer, the deposit of **10%** of the reserve price shall be forfeited to the Assignee and the property shall at the option of the Assignee be put up for sale again or the Assignee may decide to adjourn the auction sale to another date.
5. All intending bidders (with the exception of the Assignee) are required to deposit with the Auctioneer **10%** of the fixed reserve price for the property by bank draft or cashier's order only in favour of **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** prior to the auction sale. Any intending bidder who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the auction sale an authority letter to state necessary documents. For Bumiputra lot, only Bumiputra are allowed to act for and on behalf of the bidder. All intending bidders shall be required to verify their identities by showing the auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.
6. Immediately after the fall of the hammer, the Purchaser (other than the Assignee if he is the Purchaser) shall pay to the Assignee, **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** the difference between the deposit pursuant to Clause 5 above and the sum equivalent to **10%** of the successful bid either in CASH or by BANK DRAFT which sum is inclusive of the sum earlier paid under Clause 5 hereof as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions. The sums paid by the Purchaser under Clause 5 and this Clause shall be held by the Assignee subject to the provisions of Clauses 7 and 9.
7. In the event that the Purchaser fails to pay a deposit equivalent to **10%** of the successful bid or fails to sign the Memorandum, the deposit paid pursuant to Clauses 5 & 6 herein shall be forfeited by the Assignee and the property may be put up for sale again at a time to be fixed by the Assignee and the cost of such resale together with the deficiency in price (if any) which may result on the resale or the balance purchase price if there is no resale shall be recoverable from the defaulting Purchaser.

8. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee or to the Solicitors within **one hundred and twenty (120) days** from the date of the auction sale by bank draft or cashier's order only drawn in favour of **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD**. The period of **one hundred and twenty (120) days** may be extended by the Assignee upon a written request to the Assignee by the Purchaser before the expiry date applying for an extension of time and the Assignee may in its absolute discretion (i) agree to grant the extension of time unconditionally or (ii) refuse the request, in which case the 10% of the successful bid shall be forfeited or (iii) agree to grant an extension of time subject to conditions (including but not limited to imposition of interest at such rate as the Assignee shall determine) without assigning any reasons whatsoever and such decision shall be binding on the Purchaser.
9. In default of such payment of the balance of the purchase price within the time and in the manner as stipulated in Clause 8 above, the deposit paid pursuant to Clauses 5 & 6 above shall be forfeited by the Assignee and the property may again be put up for sale at a time, place & reserve price to be fixed by the Assignee at its sole discretion. The cost of such resale together with either the deficiency in price (if any) which may result on a resale or the balance purchase price if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser.
10. Upon full payment of the balance purchase price in accordance with Clause 8 above and the consent to transfer from the developer and/or any relevant authorities if applicable, the Assignee shall execute or cause to be executed as soon as possible at the Purchaser's cost and expense (including legal fees, stamp duty and registration fees) an Assignment in favour of the Purchaser of all the rights and benefits under the Sale and Purchase Agreement entered between the Developer of the property and the Assignor upon such terms and conditions stipulated by the Assignee in its absolute discretion. Thereafter and upon the Purchaser's payment of all such cost and expenses of the Assignment including the Solicitors' fees and disbursements in preparing the Deed of Assignment and any administrative or transfer costs or any other outgoings that may be due to or imposed by the Developer, the Assignee shall deliver to the Purchaser or his Solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(ies) 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 Assignee.
11. As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regard to any loss or damage of whatsoever nature or howsoever occurring.
12. The Purchaser shall admit the identity of the property purchased by the Purchaser with that comprised in the 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 monuments respectively.
13.
 - i) Any arrears of Quit Rent and Assessment which may be due to any relevant authority [only 6 years until/up to the date of the auction], shall be borne by the Assignee and deducted from the purchase price upon receipt of the balance sum;
 - ii) All other charges due to the Developer and relevant authorities including but not limited to maintenance charges, sinking fund, late payment interest, deposits and other outgoings incurred on the property before the date of the auction shall be borne by the successful bidder;
 - iii) Any other charges of whatsoever kind and howsoever due and owing to the Developer (inclusive of those payable under (ii) abovesaid) or any other relevant authority including but not limited to utilities bills, sewerage bill, storage charges and transfer fees shall be borne by the Purchaser/Bidder.
14. The property is sold as is where is basis subject to all existing easements, leases, 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.

15. The Assignee has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intention of acquiring the whole or any part of the property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authority has any such intention, the same shall not annul the sale nor shall any compensation be allowed in respect thereof.
16. The property is believed to be and shall be taken to be correctly described and is sold as is where is basis subject to all express conditions, restrictions-in-interest, easements, leases, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities (including but not limited to liabilities to local authorities incurred but not ascertained and any rates made but not demanded), encumbrances and rights, (if any), subsisting thereon or thereover without any obligation arising to define the same respectively and the Purchaser shall be deemed to have full knowledge of the state and condition of the property and no error, misstatement, omission or misdescription shall annul the sale nor shall any compensation be allowed in respect thereof.
17. In the event of the sale being set aside for any reason whatsoever by the Assignee or by an Order of Court or consent not being obtained by the Purchaser from the Developer and/or any other relevant authorities, (other than that due to any act of default and/or omission by the Purchaser), this sale shall become null and void and be of no further effect and the Assignee shall refund the deposit and monies (if any, paid herein towards account of the purchase price by the Purchaser to the Assignee) to the Purchaser, free of interest less costs and fees incurred by the Assignee in connection with or relating to the sale and the Purchaser shall not be entitled to any claim and demand whatsoever against the Assignee, **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD**, the Auctioneer or any other part on account thereof. The purchaser shall comply with all the terms and conditions imposed by the Developer and Proprietor in their consent letters. A certificate by an officer of the Assignee verifying such expenses and/or fees shall be final and conclusive and shall be binding on the Purchaser. Upon payment by the Assignee in this clause, the Purchaser shall have no other or further claims, demands whatsoever in nature and howsoever caused against the Assignee, **M/S SIDEK TEOH WONG & DENNIS** and the Auctioneer or their respective servants or agents.
18. 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 to other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period 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 earlier and to keep the Assignee or **M/S SIDEK TEOH WONG & DENNIS** informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application and imposed by the Developer and/or other relevant authorities shall be borne by the Purchaser
19. In the event that the separate document of title to the Property has been or issued whether prior to, on or after the auction sale:-
 - a. The Assignee/Bank shall not be required to register its charge(s) nor to procure a memorandum of transfer in favour of the Purchaser from the Developer or the Proprietor (as the case may be);
 - b. If there are any restrictions in interest affecting the Property, the Purchaser shall comply with the restrictions in interest and ensure that the sale is completed within the time period as stipulated in Clause 8 above; and
 - c. Upon and subject to the payment in full of the Balance Purchase Price in accordance with Clause 8 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein this Conditions of Sale and upon and subject to the Purchaser at the Purchaser's own absolute responsibility and costs and expenses obtaining the confirmation and or consent as applicable from the Developer and/or the Proprietor, the relevant authorities and/or bodies, as the case may be, for the sale and purchase and/or the transfer of the Property from the Assignee/Bank to the Purchaser as may be required: -

- I. Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are agreeable to a direct transfer the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and obtain from the Developer, the Proprietor or such relevant authority or body, the Developer's, the Proprietor's or such relevant authority's or body's execution of the Memorandum of Transfer in respect of the Property as a direct transfer in favour of the Purchaser as transferee and all relevant documents in support for the registration of the said Memorandum of Transfer. The Assignee/Bank, the Assignee/Bank's solicitors, the Auctioneers and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid and shall not in any way be responsible or liable to the Purchaser for any of the same (including and not limited to obtaining the said Memorandum of Transfer and/or documents in favour of the Purchaser and/or any delay in obtaining any of the same); and
 - II. Where the Developer (and/or the Proprietor as the case may be) and/or the relevant authorities and/or bodies is/are not agreeable to a direct transfer of the title in the Property to the Purchaser, it shall be the Purchaser's own absolute responsibility and at the Purchaser's sole and absolute costs and expense (including and not limited to legal fees, stamp duty, registration fees and such moneys payable and/or owing to the Developer and/or such relevant authorities and/or bodies) to prepare and submit to the Assignee/Bank's solicitors for the Assignee/Bank's execution, the Memorandum of Transfer in respect of the Property in favour of the Purchaser as transferee. In such situation, the Purchaser acknowledges and admits that the Purchaser shall not be entitled to and shall not present the Memorandum of Transfer in favour of the Purchaser as transferee for registration at the relevant land office / registry until and unless the Memorandum of transfer in respect of the Property in favour of the Assignor as transferee shall have first been duly executed by the relevant persons and delivered to the Assignee/Bank's solicitors for the Assignee/Bank's or the Assignment/Bank's solicitors' further action. The Purchaser shall be absolutely responsible for and shall be solely and absolutely liable for all fees, costs and expenses in connection with the preparation, stamping and registration of the memorandum of transfer in favour of the Assignor as transferee (including and not limited to the payment of any moneys payable or owing to the Developer and/or the relevant authorities and/or bodies). The Memorandum of transfer in favour of the Assignor as transferee shall only be delivered to the Purchaser or the Purchaser's solicitors upon full payment of the Balance Purchase Price in accordance with the provisions of Clause 8 above and all other moneys (if any) payable by the Purchaser in accordance with the terms and conditions contained herein these Conditions of Sale. The Assignee/Bank, The Assignee/Bank's Solicitors, the Auctioneer and their respective servants or agents do not in any way, form or manner make any representation or warranty whatsoever in respect of any of the aforesaid matters and shall not in any way be responsible or liable to the Purchaser for any of the same (including but not limited to any delay that may arise in the delivery to the Purchaser or the Purchaser's solicitors the memorandum of transfer in favour of the Assignor as transferee and/or the Memorandum Of Transfer in favour of the Purchaser as transferee).
- 20 In the event the consent from the Developer and/or other relevant authorities shall be granted subject to conditions which are not acceptable to the Assignee then the Assignee shall be entitled to terminate the sale in its absolute discretion whereupon the sale shall be terminated and the Assignee shall refund all monies paid by the Purchaser towards account of the purchase price free of interest less all costs and fees incurred by the Assignee in connection with or in relation to the sale herein and the Purchaser shall not be entitled to any claims and demands whatsoever against the Assignee, **M/S SIDEK TEOH WONG & DENNIS** the Auctioneer or any other party on account thereof.

- 21 The Assignee does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchase price in full together with accrued interest thereon, if any shall at their/his/her own cost and expenses take possession of the property without obligation on the part of the Assignee or his Agent to give vacant possession.
- 22 All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all costs and expenses relating thereto.
- 23 In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee.
- 24 Unless expressly provided herein, the Assignee **M/S SIDEK TEOH WONG & DENNIS** and the Auctioneer or either of their respective agents or servants shall under no circumstances be liable to any bidders or the Purchaser including but not limited to liability in tort, in relation to any matters arising out of, in connection with or in respect of the sale whatsoever and howsoever caused arising.
- 25 All statements made in the Proclamation of Sale and Conditions of Sale or otherwise relating to the property are made without responsibility on the part of the Assignee, **M/S SIDEK TEOH WONG & DENNIS** and the Auctioneer or either of them. No such statement may be relied upon as a statement or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness or representation of fact. All bidders must satisfy themselves by inspection or otherwise as to the correctness of any such statements and neither the Assignee, **M/S SIDEK TEOH WONG & DENNIS**, the Auctioneer nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to the property.
- 26 In the event that the sale is terminated for any reason whatsoever, the Purchaser if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee at the costs of the Purchaser immediately upon such termination.
- 27 The Assignee be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.
- 28 For the purpose of these conditions time shall be the essence of the contract.
- 29 In the event of any discrepancy, misstatement, misrepresentation, omission or error appearing in the various translations on the particulars and conditions herein, the English Language version shall prevail.

MEMORANDUM OF CONTRACT

MEMORANDUM: At the sale by Public Auction this **29TH JUNE 2026**, of the Property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Deed Of Assignment (By Way of Security)** dated **17/11/2016**, entered into between **SMALL MEDIUM ENTERPRISE DEVELOPMENT BANK MALAYSIA BERHAD** and **MUTIARA TEKNOLOGI (M) SDN BHD**, in relation to the property identified as di **B-03A-2, JALAN MEDAN PB 5, BANDAR BARU BANGI, 43650 BANDAR BARU BANGI, SELANGOR DARUL EHSAN**. 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 Assignee/Bank abovenamed the 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 for the Assignee acknowledged receipt of the said deposit.

Purchase Price : RM _____

10% of Total Purchase Price : RM _____

Balance Purchase Price : RM _____

PURCHASER' S NAME/ NRIC NO :

1. Name: _____ NRIC No: _____

2. Name: _____ NRIC No: _____

ADDRESS : _____

TEL NO: _____

SIGNATURE OF PURCHASER/S
Authorised Agent

MESSRS SIDEK TEOH WONG & DENNIS.
Solicitor's For The Assignee

AHMAD ZULKIFLI BIN AZIZAN.
Licensed Auctioneer.