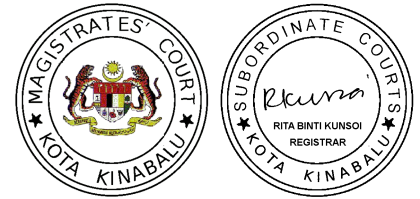


Verification Code: 12-1322211-6801954-7805329
 Payment Amount: RM 80.00
 Enclosure No. : 36



Digitally Signed by RITA BINTI KUNSOI,
 The High Court in Sabah & Sarawak.
 Signing Date:06.03.2023 16:18:08 +0800

IN THE STATE OF SABAH
IN THE MAGISTRATES' COURT IN SABAH AND SARAWAK
AT KOTA KINABALU, SABAH, MALAYSIA
APPLICATION FOR EXECUTION NO. BKI-76WS-6/5-2021 (MC3)
SUIT NO. BKI-A72NCvC-550/7-2020 (MC3)

BETWEEN

PINTAS DAYAMAS SDN BHD
 (Company No. 1266802-U)

... JUDGEMENT CREDITOR

AND

MOHD FIRDAUS BIN NURIKIN
 (NRIC No. 870301-49-6169)

... JUDGEMENT DEBTOR

PROCLAMATION OF SALE

IN PURSUANT of an Order for Sale by the Magistrates' Court at Kota Kinabalu made on 14th day of December, 2021, 18th day of August, 2022 and 17th day of January, 2023 respectively, **NOTICE IS HEREBY GIVEN** to sell the undermentioned property by Public Auction to be held at the Magistrates' Court House, Kota Kinabalu on **28 MAR 2023** at **9.00** a.m./p.m. to be conducted by Messrs. Property Auction House Sdn Bhd under the supervision of the Court Bailiff.

DESCRIPTION OF PROPERTY

Title No. : 918/943 undivided interest, shares, rights held under
 Native Title No. 133082514

Area : 9.343 acres (3.781 hectares) more or less

The Property : Agricultural land together with a double storey semi-permanent dwelling house

Tenure : Held in perpetuity

Location : Kg Menawo Ulu, Km 4.0, Jalan Access Kg Menawo, Off
 Jalan Magatang, 89000 Keningau, Sabah

Reserve Price : RM366,032.00

Verification Code: 12-1322211-6801954-7805329

All interested bidders are required to register with the Auctioneer who shall submit the followings:

- (1) An amount equivalent to 10% of the Reserve Price;
- (2) Two (2) copies of the Malaysia National Registration Identity Card, duly certified by Jabatan Pendaftaran Negara ("JPN");
- (3) Two (2) copies of the Birth Certificate, duly certified by JPN; and
- (4) If the interested bidder is a Sino-native of Sabah, two (2) copies of the Sijil Anak Negeri, duly certified by Mahkamah Anak Negeri and a letter from Mahkamah Anak Negeri certifying/confirming the Sabah native status of the said bidder.

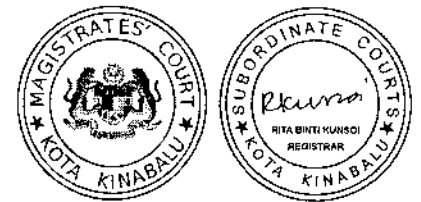
A deposit of 10% of the Reserve Price to be paid by CASH, BANKER'S CHEQUE, CASHIER'S ORDER or BANK DRAFT ONLY in favour of **MESSRS. VILOLIN & CO** immediately after the fall of the hammer and the balance of the purchase price shall be paid **WITHIN NINETY (90) DAYS** from the date of auction.

Failure to pay the balance as stipulated above will result in **FORFEITURE** of the deposit.

The auction and all bidders shall be **SUBJECT TO** the Conditions of Sale, details of which may be obtained from: -

1. The Bailiff
Magistrates' Court
Kota Kinabalu, Sabah
Tel: 088-286100
2. Messrs. Vilolin & Co
Advocates & Solicitors
Lot 24, Shop Lot 25, 2nd Floor, Block C
Damai Plaza, Phase 1 Luyang
88300 Kota Kinabalu, Sabah
Tel: 088-276618/ 010-233 3538
3. Messrs. Property Auction House Sdn Bhd
Unit A-3-6, 3rd Floor, Block A,
Plaza Tanjung Aru, Jalan Mat Salleh,
88150 Kota Kinabalu, Sabah
Tel: 088-221266/ 088-221262

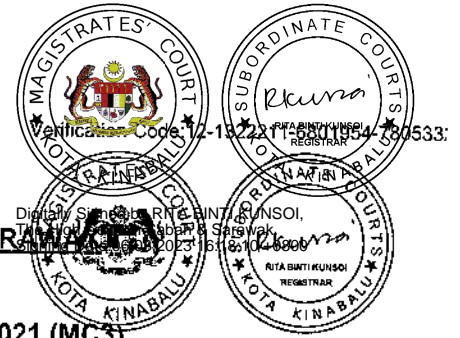
Dated the 18th day of January, 2023



Digitally Signed by RITA BINTI KUNSOI,
The High Court in Sabah & Sarawak.
Signing Date: 19.01.2023 09:34:36 +0800

The Deputy/Senior Assistant Registrar
Magistrates' Court, Kota Kinabalu

Verification Code: 12-1322211-6801954-7805332
 Payment Amount: RM 80.00
 Enclosure No. : 36



IN THE STATE OF SABAH
IN THE MAGISTRATES' COURT IN SABAH AND SARAWAK
AT KOTA KINABALU, SABAH, MALAYSIA
APPLICATION FOR EXECUTION NO. BKI-76WS-6/5-2021 (MC3)
SUIT NO. BKI-A72NCvC-550/7-2020 (MC3)

Digitaly Signed by RITA BINTI KUNSOI,
 The High Court In Sabah & Sarawak.
 Signing Date:19.01.2023 09:34:39 +0800

BETWEEN

PINTAS DAYAMAS SDN BHD
(Company No. 1266802-U)

... JUDGEMENT CREDITOR

AND

MOHD FIRDAUS BIN NURIKIN
(NRIC No. 870301-49-6169)

... JUDGEMENT DEBTOR

CONDITIONS OF SALE

The property comprised in 918/943 undivided interest, shares, rights held under Native Title No. 133082514, in the District of Keningau, in the State of Sabah ("the Property") described in the Proclamation of Sale is to be sold subject to the conditions as set out below:

1. All interested bidders with native status shall prior to the commencement of the Auction register and deliver to Messrs. Property Auction House Sdn Bhd ("the Auctioneer") appointed by the Judgement Creditor: -
 - (a) An amount equivalent to 10% in cash, cashier's order or bank draft in favour of Messrs. Vilolin & Co of the advertised reserve price ("the Reserve Price");
 - (b) Two (2) copies of the Malaysia National Registration Identity Card, duly certified by Jabatan Pendaftaran Negara ("JPN");
 - (c) Two (2) copies of the Birth Certificate, duly certified by JPN; and
 - (d) If the interested bidder is a Sino-native of Sabah, two (2) copies of the Sijil Anak Negeri, duly certified by Mahkamah Anak Negeri and a letter from Mahkamah Anak Negeri certifying/confirming the Sabah native status of the said bidder,

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and anyone who fails to do so shall not be entitled to bid at the Auction. The Deposit shall be returned to the unsuccessful bidders immediately after the Auction.

2. Subject to the Reserve Price, the highest native bidder being so allowed by the Auctioneer shall be the Purchaser, the Bailiff having the right to refuse any bid. If any dispute shall arise as to the highest bidder, the Bailiff shall decide the dispute.
3. No bid shall be less than the previous bids. No bid shall be less than the Reserve Price. No bids shall be retracted.
4. The Judgement Creditor reserves the rights to cancel or postpone the Auction if at anytime prior to the fall of the hammer the Judgment Debtor's debt is paid in full to the Judgment Creditor or arrangements to settle the same have been made to the satisfaction of the Judgement Creditor.
5. Upon the Auctioneer's announcement of the successful native Purchaser of the Property at the end of the auction sale, the native Purchaser shall pay to Messrs. Vilolin & Co a deposit of 10% of the purchase price by way of cash, banker's cheque, cashier's order or bank draft drawn in favour of **Messrs. Vilolin & Co** only as part-payment of the purchase price and shall sign the Memorandum of Contract with this Conditions of Sale.

In the event the native Purchaser shall fail to pay the deposit to Messrs. Vilolin & Co on the date of the auction sale or sign the Memorandum of Contract or if the cheques are dishonoured upon presentation, the Property shall be put up for sale once again and the native Purchaser shall be liable for any shortfall or deficiency in price (if any) resulting from the resale.

6. The balance of the purchase price shall be paid by the native Purchaser to Messrs. Vilolin & Co within **ninety (90) days** from the date of the auction sale unless the native Purchaser has obtained the Judgment Creditor's written consent for a further extension of **thirty (30) days** to pay the balance of the purchase price.

Time wherever mentioned in this Conditions of Sale shall be of the essence. The number of days mentioned above shall exclude the day of the Auction. In the event the last day falls on a Sunday, Government or public holiday then the last day for payment shall be on the next Government working day.

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7. In the event that the native Purchaser shall fail to pay the balance purchase price within the stipulated period stated in Clause 4 above, the Property shall be re-auctioned free from any rights or claims by the native Purchaser. The Deposit after defraying all expenses incurred for the sale including the Auctioneer's fee, shall be forfeited and paid to the Judgement Creditor for the credit of the account the Judgement Debtor.
8. As from the time of the sale, the Property shall be at the sole risk of the native Purchaser as regard to all loses or damage including those caused by fire, non-occupation or otherwise.
9. The native Purchaser shall admit the identity of the Property purchased by him/her with that comprised in the document of title upon the evidence afforded by a comparison of the description in the particulars and the document of the title.
10. The property is believed and shall taken to be correctly and is sold subject to all liabilities and rights (if any) subsisting thereover without any obligations arising to define the same respectively and no error, mis-description shall annul the sale nor shall any compensation be allowed in respect thereof. The Judgement Creditor is under no obligation to define or describe the Property and all interest therein and any error, mis-description shall not annul the Auction nor entitle the native Purchaser to claim for any damages, compensation or otherwise.
11. The property is sold subject to all outgoing affecting the same without any obligation on the part of the Bailiff to show the creation of or the title of the present claimant in any outgoing or to apportion any outgoing nor issuing exclusively out of the Property and subject also to any existing tenancies and all rights of tenants thereunder (if any) and all easements and quasi-easements and right of adjoining owners and others over the premises.
12. The native Purchaser hereby acknowledges that the Original Title Deed, Native Title No. 133082514 is not in the custody/possession of Messrs. Vilolin & Co and the native Purchaser will have to apply for the substitute title in the event that the current holder does not release the said title to Messrs. Vilolin & Co upon a successful auction.
13. The completion of the purchase shall be upon the full payment of the balance of the purchase price in respect of the Property sold in the time and manner stated above and the Court shall issue a certificate that the Property has been sold by way of a public auction

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under the authority of the Magistrates' Court in Sabah and Sarawak at Kota Kinabalu and shall deliver the same together with the Memorandum of Transfer to the native Purchaser for registration at the District Land Registry, Keningau.

14. In the event the native Purchaser breaches any of the conditions stated herein, the native Purchaser's deposit and any other sums paid towards the balance purchase price shall be dealt with in the manner described in Clause 5 above as though the native Purchaser has failed to settle the balance purchase price within the prescribed time.
15. The valuation report prepared for the Judgement Creditor leading to this auction sale is solely and exclusively for ascertaining the Reserve Price and as such is confidential to the Judgement Creditor and the Auctioneer. Neither the Judgement Creditor nor the Auctioneer shall in any way be responsible or liable for any mis-description, mis-representation, error or omission in such report. Any reliance on the report by the native Purchaser shall be at his/her own risk.
16. For the purpose of these proceedings, Messrs. Vilolin & Co. is acting solely for the Judgement Creditor and is therefore not obliged to advise the native Purchaser/bidder on the provisions of the Real Property Gains Tax Act 1976 or any other matters in connection with these proceedings. Notwithstanding the provisions in Section 21B of the Act, the native Purchaser agrees to pay the Purchase Price in full on the terms herein and that the 3% retention sum required by the Act shall be retained and held by the Messrs Vilolin & Co as stakeholder pending the assessment and clearance for tax or as the case may be.
17. The Judgment Creditor and/or the Court has no notice or knowledge of any encroachments or that the Government or any Local Authority has any immediate intention to acquire the whole or any part of the Property for roads, back lanes or any improvements schemes or public purpose but if such encroachments shall be found to exist or if the Government or any Local Authority has such intention the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.
18. The native Purchaser shall be liable for any arrears in quit rent and land cess any other outgoings after the date of the auction sale of the Property. It shall be the native Purchaser's own responsibility to procure the payment of the arrears from the Judgment Debtor.

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19. All cost of and incidental to the transfer of the Property in favour of the native Purchaser including legal fees and stamp duty shall be borne by the native Purchaser.
20. Time wherever mentioned in these conditions shall be of the essence.
21. In the event of any discrepancy, misstatement or error appearing in the various translations of the published particulars (if any), the English version shall prevail.

[Memorandum follows on the next page]

Verification Code: 12-1322211-6801954-7805332

MEMORANDUM OF CONTRACT
(Subject to the Conditions of Sale annexed)

At the sale by Public Auction held on ,
the property comprised in 918/943 undivided interest, shares, rights held under Native Title No.
133082514, in the District of Keningau, in the State of Sabah, Malaysia ("**the Property**"),
Mr./Ms. (NRIC
No.:)

was the highest bidder and was declared the Purchaser of the Property so described for the sum of
RM..... and the said Mr./Ms.
has paid to Messrs. Vilolin & Co the sum of **RM**..... being the 10% deposit
and agrees to pay the balance of the purchase price within ninety (90) days from the date hereof and
complete the sales pursuant to the conditions annexed hereto and the Bailiff hereby confirms the
sale of the Property.

Purchase Price RM.....

Deposit Paid RM.....

Balance Due RM.....

.....
Auctioneer
Messrs. Property Auction House Sdn Bhd

.....
Bailiff
Magistrates' Court, Kota Kinabalu

.....
Advocates & Solicitors
Messrs. Vilolin & Co

.....
Purchaser
Name:
NRIC No.:
Contact No.:
Address:
.....