

MALAYSIA

IN THE MAGISTRATES' COURT AT BELURAN

SUIT NO. BLR-A72-1/4-2022 (CIRCUIT BELURAN) OF 2022

APPLICATION FOR EXECUTION NO. BLR-76/WS-1/9-2022 (CC)

BETWEEN

RENA RECTO

... PLAINTIFF

(NRIC NO.850210-12-6316)

AND

JALINAH JUSSIP

... 1st DEFENDANT

JOHARI BIN BADIN @ BIDIN

... 2nd DEFENDANT

(NRIC NO. 600712-12-5549)

BENJAMIN JUSSIP

... 3rd DEFENDANT

(NRIC NO. 890305-12-6243)

CONDITIONS OF SALE

1. Subject to the Reserved Price, the highest 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 property in question shall, at the option of the Bailiff, be put up again and resold or the Bailiff may decide the dispute.
2. No bid shall be less in amount than the previous bid by a sum to be fixed by the Bailiff at the time to the sale and no bidding shall be retracted.



3. Immediately after the Auctioneer announces the completion of the sale, the Purchaser shall pay to Messrs. Gloria Legal (holding in trust on behalf of the Magistrate Court) a deposit of 10% of the amount of the purchase price in banker's cheque, cashier's order or bank draft or cash or bank transfer only as part-payment thereof and shall sign the Memorandum at the foot of these Conditions. In default of payment of such deposit, the property shall forthwith be again put up for sale and the deficiency in price (if any) which may result on the resale or the balance of the purchase money if there is no resale, as the case may be, shall be recoverable from the defaulting Purchaser.
4. The balance of the purchase price shall be paid by the Purchaser within **One Hundred Twenty (120) days** from the date of the auction sale at the office of Messrs. Gloria Legal except where the successful bidder has written to the Plaintiff and obtained the Plaintiff's consent for a further extension of thirty (30) days to pay of the balance purchase price.
5. In default of payment of the balance of the purchase money within the stipulated period, the property shall be put up for sale again. The deposit after defraying the expenses of the sale, shall be forfeited and the deficiency in price (if any) which may result on the resale or the balance of the purchase money if there is no sale, as the case may be, shall be recoverable from the defaulting Purchaser.
6. As from the time of the sale, the property therein described shall be at the sole risk of the Purchaser as regards loss or damage by fire or other accident or through non-occupation or otherwise.
7. The Purchaser shall admit the identity of the property purchased by him 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 title.

8. The property above described is believed and shall be taken to be correctly described 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.
9. The property is sold subject to all outgoing affecting the same at the date of the purchase 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 sold 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.
10. Upon the payment of the balance of the purchase price in respect of the property sold and the confirmation of the sale by the Court, the Bailiff shall issue a certificate that the land has been sold by auction under authority of the Magistrate Court at Beluran and shall deliver the same together with the Memorandum of Transfer of the said property to the said Purchaser to present it to the registering authority.
11. If the Purchaser shall in any respect failed to comply with these conditions, his or her deposit shall be forfeited and the property sold by auction and all expenses or loss, if any, including any resale or attempted resale shall be recoverable as liquidated damages from the defaulting Purchaser, credit being given to, the amount of his or her deposit and any increase of price on a resale shall belong to the proprietor of the land.
12. The Bailiff 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 any such intention the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.

13. The Purchaser shall not be liable to any arrears of quit rent an assessment and other fees which may be due up to the date of public auction in respect of the said property.
14. All costs of and incidental to the transfer of the property including legal fees shall be borne by the Purchaser.
15. Registered **BIDDERS** must raise at least **two (2) minimum bids** as to be fixed by the Court Bailiff.

Failing which will subject to the following **consequences:-**

- (a) The said deposit will be retained by the Magistrate Court for a period of **three (3) weeks** from the date of Auction.
 - (b) Registered **bidder/s name** will be posted at the Notice Board.
 - (c) Registered **bidder/s** will be restricted to participate in any Court Auction Sales for a period of **ONE (1) year**.
16. The sale is made on terms and conditions contained in the English version hereof. Any translation thereof are provided only for the convenience of prospective Purchaser and no error, mistake or mis-translation appearing therein shall invalidate the sale or give rise to any claim for compensation or reduction of the purchase price.

C O N T R A C T
MEMORANDUM

At the sale by **PUBLIC AUCTION** this _____ day of _____ 2023 the property comprised in Native Title No. 083027954 Mr./Ms./Miss _____ (NRIC No. _____) was the highest bidder for and was declared the Purchaser of the Property so described for the sum of **RM** _____ and the said Purchaser has paid to Messrs. Gloria Legal the sum of **RM** _____ by way of deposit and agrees to pay the balance of the purchase price and complete the purchase according to the conditions annexed hereto and the said Bailiff hereby confirms the said Sale.

Purchase Price RM _____

Deposit Paid RM _____

Balance Due RM _____

Auctioneer's signature

Bailiff's signature

Purchaser's signature

Address of Purchaser : _____

Telephone No : _____

Fax No : _____