

Sale and Purchase Agreement

Sample

THIS AGREEMENT is made the day and year set out in Section 1 of the First Schedule hereto **BETWEEN** :

The Vendor as described in Section 2 of the First Schedule herein; and

The Purchaser as described in Section 2 of the First Schedule herein.

The Vendor and the Purchaser are represented by their respective solicitors as stated in Section 2 of the First Schedule herein.

ARTICLE 2 **SALE AND PURCHASE**

2.1 AGREEMENT TO SELL AND PURCHASE

The Vendor agrees to sell and the Purchaser agrees to purchase the Property as described in Section 1 of the Second Schedule herein at the Purchase Price as described in Section 3 of the First Schedule herein upon the terms and conditions herein contained. The Vendor agrees not to deal or part with the Property after the execution of this agreement. The completion of the sale shall take place at the Vendor's solicitors' office or the Purchaser's solicitors' office if the Vendor is unrepresented.

2.2 MANNER OF PAYMENT

The time and manner of payment of the Purchase Price shall be as agreed in Section 3 of the First Schedule herein by banker's cheque or bank draft or in cash, which shall be paid towards redemption sum, if any, to the chargee or body or person concerned with such encumbrance and any balance thereof shall be paid to the Vendor. Any shortfall in the redemption sum shall be paid by the Vendor within 14 days from the Purchaser's solicitors' notification.

2.3 CONDITIONS OF TITLE

2.3.1 The sale of the Property is on condition that the title of the Property shall be good and registrable, being free from encumbrances, trusts, caveat, prohibitory order and any other liability capable of being attached to the Property but otherwise subject to all conditions and restrictions in the title.

2.3.2 If the title is subject to a restriction of title, the Vendor shall at his own cost, within six(6) months from the date of this Agreement, obtain the necessary consent from the relevant authority to the sale and transfer herein, failing which the Purchaser shall be entitled to terminate this Agreement and obtain a full refund of whatsoever Purchase Price monies paid without interest.

2.4 CONDITIONS FOR SUBDIVIDED BUILDING WITHOUT TITLE

2.4.1 The Vendor has performed and complied with all terms and conditions in the Principal Agreement, by-laws and other related covenants and the Property is not subject to any foreclosure proceedings by any financier and or parties.

2.4.2 The Vendor shall use his best endeavours to assist the Purchaser's solicitors in obtaining the confirmation as required under Section 22(D)(4) of the Housing Development (Control and Licensing) Act 1966 from the Developer and shall at his own cost comply with Section 22(D)(2) of the same Act by serving the necessary documents on the Developer. If the confirmation cannot be obtained within three(3) months from the date hereof and/or the documents cannot be served subsequently leading to the loan financing not being able to be released, the Purchaser shall be

entitled to terminate this Agreement and obtain a full refund of whatsoever Purchase Price monies paid without interest.

- 2.4.3 The Vendor shall undertake that in the previous transactions relating to the Property , if the Property has been transacted more than once, all relevant consents have been obtained and all necessary documents have been perfected.

ARTICLE 3 **DOCUMENTATION**

3.1 DELIVERY OF DOCUMENTS

The parties shall deliver the document(s) as agreed in the requisition form herein and each document shall be delivered within 14 days upon receipt of such requisition.

3.2. MEMORANDUM OF TRANSFER/DEED OF ASSIGNMENT

3.2.1 The Purchaser is entitled to nominate a nominee(s) for the Transfer/Assignment of the Property and notwithstanding the execution of the Transfer/Assignment, the acknowledgement of receipt of the consideration therein shall not be construed as payment in full of the consideration stated therein and the Property shall not be deemed to be transferred to the Purchaser until the full purchase price has been paid by the Purchaser to the Vendor. If after the registration of the Transfer/perfection of Assignment in favour of the Purchaser and/or nominee(s) to facilitate the release of the Loan, this Agreement is terminated pursuant to the provisions of this Agreement, the Property is to be returned to the Vendor by effecting the transfer and or the assignment to the Vendor at the cost and expense of the defaulting party within thirty(30) days from the date of such request.

3.2.2 If individual/strata title has been issued and the Vendor has yet to obtain a transfer of the title, the Vendor shall arrange for a direct transfer in favour of the Purchaser at the Vendor's own cost. In this event the completion of the sale shall commence from date of receipt by the Purchaser's solicitors of the duly executed transfer by the Proprietor/Developer.

3.3 FINANCING ARRANGEMENT

3.3.1 If the Purchaser is obtaining a loan ("the Loan") from a financier("the Financier") to finance the purchase of the Property, the following shall be the arrangement for completion :

(a) if the Property is free from encumbrance, upon approval of the Loan from the Financier, the Vendor's solicitors shall forward the title/the original stamped principal agreement and/or subsequent sale and purchase agreement and or deed of assignment to the Purchaser's solicitor's or the Financier's solicitors after receipt of a letter of undertaking from the Financier to release the Loan and payment of the differential sum between the purchase price and the Loan.

(b) if the Property is subject to a charge/ assignment of loan, the Vendor shall undertake to obtain the redemption statement from his Financier within 14 days from the date of such request. Upon release of redemption by the Purchaser's Financier, the Vendor shall within 14 days, deliver to the Purchaser's solicitors the title/the principal agreement, subsequent sale and purchase agreement and deed of assignment, the discharge of charge/deed of receipt and reassignment/original security documents and all other necessary documents to effect the registration of the Transfer/the perfection of the Deed of Assignment in favour of the Purchaser or his nominee(s) failing which the Completion Date shall be extended in accordance with the number of days delayed by the Vendor in excess of 14 days.

3.3.2 The Vendor shall within 14 days from the date of such request by the Purchaser's solicitors, execute the letter of undertaking in favour of the Purchaser's financier as required.

3.4 LODGEMENT OF CAVEAT

The Purchaser has been advised of his right to lodge a private caveat over the Property. If the Purchaser lodges a private caveat against the Property, he shall at the same time execute the Withdrawal of Private Caveat in escrow and his solicitors are hereby irrevocably authorised to present the Withdrawal of Caveat for registration in the event of termination of sale and purchase herein at the Purchaser's cost. If the caveat is to be lodged on the master title, the Purchaser shall at his own cost obtain the relevant party's consent or caveat the master title at his own risk.

ARTICLE 4 **FACTORS AFFECTING THE PROPERTY**

4.1 GOVERNMENT AND LOCAL BODY REQUIREMENTS

The Property is sold subject to all government notices reservations road widening schemes, road deviation, drainage widening and requirements of the Government and the local authority affecting the Property. However if any of such notices is issued before the completion of the Sale and Purchase herein, the Vendor shall notify the Purchaser and offer an adjustment of price before completion and if the adjustment of price is not acceptable, the Purchaser shall be entitled to abort the purchase and obtain a full refund of the Purchase Price paid without interest.

4.2 LAND ACQUISITION

The Vendor represents that the Property is not subject to any acquisition otherwise the Purchaser shall be entitled to an adjustment of price whereby the Vendor shall be entitled to the compensation if any, or proceed to complete the purchase without adjustment of price of which the Purchaser shall be entitled to the compensation, if any or abort the purchase and obtain a full refund of the Purchase Price paid without interest.

4.3 ERROR OR MISDESCRIPTION

The Property is believed to be correctly described and no error or misdescription or omission shall annul the Sale and Purchase of the Property herein save and except adjustment of price accordingly.

4.4 APPORTIONMENT OF RENTAL INCOME AND OUTGOINGS

All rent, profit and outgoings in respect of the Property shall be apportioned between the parties hereto as at the date of delivery of possession and any penalty due to late or non payment for any period prior to the date of delivery of possession shall be borne by the Vendor.

4.5 TRANSFER OF SINKING FUND AND OTHER AMOUNT

If the Vendor has deposited with the Developer an amount for sinking fund, maintenance charges deposit and/or any other sum collected by the Developer to be utilised on a long term basis and to be handed over to the new purchaser on each transaction, the Purchaser shall undertake to reimburse the Vendor the aforesaid sums PROVIDED the Vendor produces a letter from the Developer/Joint Management Body/Management Corporation confirming the balance amount unutilised and the production of a letter executed by the Vendor informing the Developer to transfer the said sums to the new purchaser.

ARTICLE 5 **POSSESSION**

5.1 DELIVERY OF POSSESSION

5.1.1 The Property is deemed as sold with vacant possession unless otherwise agreed and the Vendor shall deliver up possession or vacant possession of the Property to the

Purchaser at the time and in the manner provided in Section 1(i) of the Second Schedule hereto. Until such time and notwithstanding any rule of law or equity to the contrary, the Property shall be at the sole risk of the Vendor until the possession or vacant possession is being handed over to the Purchaser.

- 5.1.2 In the event the Vendor agrees to deliver vacant possession prior to the completion of the purchase herein, the Purchaser hereby agrees as follows:
- (i) to renovate the Property at his own risk but not to cause any major or structural damage to the Property; and
 - (ii) in the event of default of the purchase herein, within fourteen(14) days from the date of receipt of notice from the Vendor, redeliver vacant possession to the Vendor and the Purchaser shall not have any claim whatsoever on any improvements done on the Property .The Vendor reserves the right to the reinstatement of the Property at the Purchaser's cost.
- 5.1.3 If vacant possession cannot be delivered upon completion, the Vendor's solicitors shall retain the balance purchase price as stakeholders until vacant possession of the Property is delivered and after 14 days of such retention, the Purchaser shall have the option whether to proceed or terminate the purchase. If the Purchaser decides not to proceed with the purchase, then the Vendor shall within 14 days refund all moneys paid together with current bank loan interest rate chargeable until receipt of full payment of the moneys and the Purchaser reserves its rights to request for damages.
- 5.1.4 The Property is sold on an "as is where is" basis. Upon delivery of possession, the Property shall substantially be in and of the same condition state and nature and character as it is at the date of this Agreement. If the Property is a piece of land and delivery of vacant possession has been agreed, there shall be no encroachment on the land.
- 5.1.5 If the Property is sold subject to tenancy, the Vendor shall notify the tenant and arrange for the necessary assignment of the tenancy agreement prior to the completion herein.

ARTICLE 6 **EVENTS OF DEFAULT**

6.1 EVENT OF DEFAULT BY THE PURCHASER

If the Purchaser fails to pay the Balance Purchase Price or any part thereof within the stipulated time the Vendor shall be at liberty to terminate this Agreement and forfeit the Deposit and be entitled to any late payment interest payable. After the refund of the excess payment, this Agreement shall become null and void and neither party shall have any claim whatsoever against the other.

6.2 EVENT OF DEFAULT BY THE VENDOR

SPECIFIC PERFORMANCE

6.2.1 In the event the Purchaser complies with all the terms and conditions of this Agreement and the Vendor fails to complete the sale herein, the Purchaser shall be entitled to specific performance or to claim for damages.

BANKRUPTCY

6.2.2 The Vendor hereby declares that as at the date of this Agreement, the Vendor is not a bankrupt or if the Vendor is a company, not being wound up and neither is there any such winding-up proceedings being proceeded against the Vendor. In the event the Vendor is a bankrupt or is being wound up before the Completion Date, this sale and purchase shall be aborted and Purchaser shall be entitled to a full refund of the Purchase Price monies paid and to damages for all loss suffered.

6.3 WAIVER

Knowledge or acquiescence by either party hereto of or in any breach of any of the conditions or covenants herein contained shall not be deemed as waiver of such conditions.

ARTICLE 7
MISCELLANEOUS

- 7.1 Each party shall report their sale and purchase herein to the relevant tax authority, if necessary and shall undertake to pay the tax, if any chargeable.
- 7.2 The interpretation of this Agreement shall be in accordance with the Interpretation Act 1948 and 1967.
- 7.3 When the Completion Date or the last day for doing any act or thing or taking steps hereunder would but for this provision be a Saturday, Sunday or a public holiday, such last day shall instead be the following working day.
- 7.4 The covenants herein shall subsist after the Completion herein for so long as may be necessary to give effect to every one of them in accordance with the terms thereof.

Execution page by the parties as undersigned
Re : Property :

IN WITNESS WHEREOF the parties hereto hereunto set their hands the day and year first above written.

SIGNED by the abovenamed)
Vendor in the presence of:-)
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Name of Vendor

SIGNED by the abovenamed)
Purchaser in the presence of:-)
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Name of Purchaser