

OPTION TO PURCHASE (OTP) COMMERCIAL & INDUSTRIAL

To _____ From _____

(hereinafter called “the Purchaser”)

(hereinafter called as “the Vendor”)

Property known as: _____
Singapore _____ (hereinafter called “the Property”)

IN CONSIDERATION OF the sum of Singapore Dollars _____ (S\$ _____) paid by the Purchaser this day as option money (“the Option Money”) (the receipt whereof the Vendor hereby acknowledges), we the Vendor HEREBY GRANT you the Option to Purchase the Property.

This Option may be accepted by the Purchaser signing at the portion of this Option to Purchase marked “ACCEPTANCE COPY” and delivering this Option to Purchase duly signed together with five percent (5%) of the sale price (“the Deposit”) less the Option Money as deposit to M/s _____ (Attn: _____) (“the Vendor’s Solicitors”) who are authorised to receive the same on or before the ____ day of _____ 201____, 4.00 p.m.

*The said payment of \$ _____ shall be in favour of the “Singapore Academy of Law” by *cheque/telegraphic transfer to _____ (Singapore Academy of Law’s designated Account) excluding bank charges and deductions. The Singapore Academy of Law shall hold the said payment as stakeholder pending completion in accordance with the Singapore Academy of Law (Conveyancing Money) Rules and instructions referred to therein.

*The said payment of \$ _____ shall be in favour of _____ [(name of Vendor’s solicitors’ law practice – CVY) by *cheque / telegraphic transfer to _____ (bank name & account no)] excluding bank charges and deductions, to be held by the vendor’s solicitors as stakeholders pending completion.

*The said payment of \$ _____ shall be in favour of _____ (name of Vendor) and the Vendor’s solicitors shall be entitled to release the Deposit to the Vendor forthwith.

This Option shall expire on the above date and shall become null and void if not accepted in the manner aforesaid, in which event the Option money shall be forfeited to the Vendor absolutely and thereafter neither party shall have any claim against the other and each party shall pay its own costs in respect of this contract.

TERMS OF SALE

1. (a) The Sale Price for the Property shall be Singapore Dollars _____ (S\$ _____).

- (b) The Purchaser shall pay all the Goods and Services Tax, if any, which may be payable in respect of the sale price of the property under the Goods and Service Tax Act (Cap 117A) on completion or earlier as required by the Comptroller of Goods and Services Tax. This provision shall not merge in the conveyance of the property. Conveyance includes transfers, assignments and leases.

2. The sale is subject to “The Singapore Law Society’s Conditions of Sale 2012” in so far as the same be applicable to a sale by private treaty and are not varied by or inconsistent with the terms herein stipulated and the following:
 - (a) Conveyancing and Law of Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing & Law of Property Act (“Conveyancing Rules”); and
 - (b) Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act (Cap 294A) (“SAL (Conveyancing Money) Rules”) if applicable.

3. The title to the Property shall be in order and properly deduced and the Purchaser shall not require the delivery or production of any deeds instruments documents or certificate of any nature of description not in the Vendor’s possession.

4. *(a) The Property is sold with vacant possession to be given on completion together with the fittings as per the attached inventory list.

4. *(b) The Property is sold subject to an existing Tenancy Agreement, comprised in the Tenancy Agreement dated _____, a copy of which is annexed hereto. However, in the event that the Property falls vacant on or before the date of completion by reason of expiry or termination of tenancy or otherwise, the Purchaser shall accept vacant possession of the Property without any compensation whatsoever.

5. The property is sold in its present state and condition on an “as is” basis and the Purchaser shall be deemed to be satisfied with the same. The Purchaser is treated as having notice of the actual state and condition of the Property as regards access, repair, light, air drainage and all other respects and is deemed to have inspected the property and no warranty or representation on the part of the Vendor or the Vendor’s agent or representative is given or to be implied as to the state, quality, fitness or anything whatsoever and accordingly the Purchaser shall not be entitled to make or raise any objection or requisition whatsoever in respect thereof. The Vendor shall permit the Purchaser to view for the purpose of inspection the property prior to the date of completion.

6. The property is also sold subject to such restrictive and other covenants and conditions, party wall rights and other easements and reservations (if any) affecting the same but otherwise free from encumbrances.

7. The sale and purchase herein is subject to there being no unauthorized additions alterations or renovations made to the Property. If there are any then the Vendor shall rectify any unauthorized alterations or additions in the Property and obtain the necessary approvals before completion or this contract may be rescinded at the Purchaser's option and this contract shall become null and void and of no further effect whatsoever and each party shall pay its own costs in respect of the abortive sale and purchase. On rescission the Vendor shall refund to the Purchaser all monies paid by the Purchaser hereunder but without interest.

8. The Vendor and Purchaser shall execute all documents, make all applications and make all payments to carry out all requirements necessary on their respective parts to comply with and satisfy all conditions, applications and permits of the relevant authorities for the completion of the sale and purchase of the property at their own expense.

9. The Sale and Purchase shall be completed, and the balance of the purchase price shall be paid at the office of the Vendor's Solicitors: -
 - (a) on the ____ day of _____ 202_; OR

 - (b) on the expiry of TWENTY-ONE (21) business days of the Vendor's or the Vendor's Solicitors' receipt of the Authorities' written confirmation that all breaches of the rules and regulations have been remedied and/or all reinstatement/rectification works have been completed by the Vendor to the satisfaction of the Authorities;

 - * (c) on the expiry of FOURTEEN (14) business days of the Vendor's Solicitors' receipt of the HDB's unconditional written consent(s) for the sale and purchase.

Whichever is the later or at such other date as may be agreed to in writing by the Vendor and the Purchaser ("the Completion Date")

10. (a) The Vendor warrants that the existing current approved use of the Property is _____.

- (b) The Vendor hereby warrants and confirms that all rules and regulations in force made from time to time by relevant competent authorities ("the Authorities") have been complied with and that if there are any additions, alterations, extensions and renovation works carried out on the Property, these were carried out with the approvals of the Authorities and all their terms and conditions have been complied with.

- c) PROVIDED that in the event of any breaches by the Vendor or the tenants of any of the rules and regulations of the Authorities and in the event the additions, alterations, extensions and renovation works done to the Property are not approved by the Authorities, the Vendor shall forthwith and in any event not later than four (4) weeks from the date of notice by the Authorities comply with the notice(s) to remedy the breaches of the rules and regulations and shall do and complete all reinstatement/rectification works at the Vendor's own costs and expenses to the approval of the Authorities.

11. All Government, Statutory Board or other notice served before the date of completion shall be complied with by and at the expense of the Vendor.
12. The Vendor hereby authorizes the Vendor's Solicitors as its agents to collect the balance of the Sale Price and any other monies due on completion of the sale herein and acknowledges that payment to or payment as directed by the Vendor's Solicitors shall constitute a full discharge of the Purchaser's obligations under this contract.
13. The Sale and Purchase herein is subject to satisfactory replies being received by the Purchaser from the usual government departments and Land Transport Authority. If any of the replies to such requisitions are unsatisfactory, the Purchaser may elect either to proceed with the purchase herein or rescind the purchase, and in the event that the Purchaser elects to rescind such purchase, the Vendor shall forthwith refund the Deposit without any interest thereon to the Purchaser, and thereafter neither party shall have any claims whatsoever against the other. For the purpose of this Clause "requisitions" shall include the usual enquiries customarily sent to the Public Works Department, Property Tax Department, Development Control Division, Building Control Division, Sewerage Department, Environment Health Department, Land Transport Authority and the Road and Drainage Interpretation Plans PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:
 - (a) any reply to any of the requisitions including any Road or Drainage Interpretation Plans, which is not received by the Purchaser before the Completion Date, shall be deemed to be satisfactory;
 - (b) no reply to any of the requisitions shall be deemed to be unsatisfactory if such a reply relates to any charges or notices affecting the Property which are capable of being rectified, discharged or complied with and are so rectified, discharged or complied with by the Vendor at the Vendor's expense on or before the Completion Date;
 - (c) any reply to any of the requisitions disclosing that the Property is adversely affected by any notice which the Vendor is unable or unwilling to comply with shall be deemed to be unsatisfactory.
 - (d) any approved road, back lane or drainage lines reserves or proposals shall be considered unsatisfactory if such lines reserves or proposals affect the building line of the Property regardless of whether the same is adopted or safeguarded or is to be implemented before or after the completion date PROVIDED that if such lines reserves or proposals will be implemented only if there is re-development of the Property, then the reply shall not be considered unsatisfactory; and
 - (e) the Purchaser shall not make any objection if any road line or proposal of whatsoever nature or extent on the Road Interpretation Plan is marked under Category 5.

AND PROVIDED THAT, if there is a proposal or scheme which is to be implemented only if there is a redevelopment of the Property, then any such reply shall be deemed to be satisfactory.

14. The said Property is sold free from notice of acquisition or intended acquisition by the Government or other Competent Authority of the said property or any part thereof on or before completion. If there is any notice of acquisition or intended acquisition and/or if the Road and Drainage Plans are unsatisfactory the Purchaser may rescind this Agreement. In such event, the 5% deposit paid herein shall be refunded to the Purchaser forthwith, but without any interest, or compensation whatsoever.

Each party hereto shall bear its own Solicitors' costs and expenses in the abortive sale and purchase and neither party shall have any claims or demands against the other for damages costs or otherwise whatsoever in the matter.

15. The Vendor has no notice or knowledge that the Government or any Statutory Board or Competent Authority has any immediate intention of acquiring the Property sold or part thereof but if before the date of completion the Government or any Statutory Board or Competent Authority shall acquire or serve notice to acquire the said Property then and in such an event the sale and purchase herein shall be deemed wholly cancelled and abortive whatsoever. The Vendor shall forthwith refund to the Purchaser all the monies paid by the Purchaser to the Vendor but without any interest, compensation or deductions whatsoever. Each party hereto shall bear his own solicitors costs in the matter and neither party hereto shall have any claim or demand against the other for damages, costs or otherwise whatsoever.
16. (a) The Vendor hereby confirms that the Vendor has not received any notice or intimation from the Chief Assessor or Comptroller of Property Tax of any increase in the present annual value of the Property sold herein.

(b) Notwithstanding any other provision in this Option, the Vendor shall pay for all property tax including surcharge thereon in respect of the period prior to and including the date fixed for completion, whether such tax shall have been levied or (as the case may be) increased before on or after completion and the Vendor shall indemnify the Purchaser in respect of the same. The provision herein shall not merge in the assignment/transfer by the Vendor to the Purchaser.
17. On payment of the balance of the purchase moneys at the time and place as aforesaid the Vendor shall make and execute to the Purchaser a proper assurance of the said property, such assurance to be prepared by and at the expense of the Purchaser.
18. Notwithstanding completion of the sale and purchase herein, the terms and conditions of this Option shall remain in full force and effect as between the Vendor and the Purchaser insofar as the same are not fulfilled and shall not merge in the transfer of the Property to the Purchaser on completion of sale and purchase or upon the registration of the transfer.
19. This contract shall be subject to the laws of the Republic of Singapore and the parties herein submit themselves to the jurisdiction of the Singapore Courts.
20. In this Agreement where the context so admits: -

(a) the expression "the Vendor" includes the personal representatives of and/or the persons deriving title under the Vendor. Where the express "the Vendor" describes more than one person, all covenants, terms, conditions and undertakings made by such persons are made jointly and severally.

(b) the expression "the Purchaser" includes the personal representatives of and/or the persons deriving title under the Purchaser. Where the expression "the Purchaser" describes more than one person, all covenants, terms, conditions and undertakings made by such persons are made jointly and severally.

- 21. Any person who is not a party to this Agreement shall have no right under The Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce the terms and conditions of this Agreement.
- 22. Prior to the actual date of Completion Date, the Vendor shall allow the Purchaser reasonable access to the Property at mutually agreed times to enable the Purchaser to conduct an inspection.

Signature of Vendor 1

Name:

*NRIC / FIN / Passport No.:

Date:

Signature of Vendor 2

Name:

*NRIC / FIN / Passport No.:

Date:

Signature of Witness

Name:

*NRIC / FIN / Passport No.:

Date:

Signature of Witness

Name:

*NRIC / FIN / Passport No.:

Date:

ACCEPTANCE COPY

I/We _____ (NRIC No. _____)
_____ (NRIC No. _____)
of _____ Singapore _____
as purchaser(s) hereby accept the above offer and agree to purchase the above property upon the terms
and conditions abovementioned this ___ day of _____ 20 ____.

Signature of Purchaser 1

Signature of Purchaser 2

Name:

Name:

*NRIC / FIN / Passport No.:

*NRIC / FIN / Passport No.:

Date:

Date:

Signature of Witness

Signature of Witness

Name:

Name:

*NRIC / FIN / Passport No.:

*NRIC / FIN / Passport No.:

Date:

Date:

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