

**OPTION TO PURCHASE**

To: \_\_\_\_\_ (NRIC / Passport No. \_\_\_\_\_)  
\_\_\_\_\_ (NRIC / Passport No. \_\_\_\_\_)  
\_\_\_\_\_ (NRIC / Passport No. \_\_\_\_\_)  
**("the Purchaser")**

**PROPERTY:** \_\_\_\_\_ ("**the Property**")

In consideration of the sum of \_\_\_\_\_  
**SINGAPORE DOLLARS Only (S\$\_\_\_\_\_)** (hereinafter called the "Option money") paid to us today (the receipt of which we hereby acknowledge) I/We \_\_\_\_\_, (hereinafter called the "Vendor"), hereby make the following offer which remains open for acceptance in the manner hereinafter stated until 4 p.m. on the expiry of two (2) weeks from the date of this Option.

We hereby offer to sell to you the Property upon the terms set out below. This Option may be accepted by you signing at the portion of this Option marked "ACCEPTANCE COPY" and delivering the same, duly signed together with five per cent (5%) of the purchase price less the said Option money (hereinafter referred to as "the said deposit") drawn in favour of

\_\_\_\_\_ to my solicitors, \_\_\_\_\_ (Attention: \_\_\_\_\_) of \_\_\_\_\_ who are authorised to acknowledge receipt thereof and shall hold the said monies as stakeholders pending completion of the sale and purchase herein.

**TERMS OF SALE**

- 1.1 This sale and purchase is subject to the Singapore Law Society's Conditions of Sale 2012 (the "Conditions") in so far as the Conditions and the terms and conditions of this Option are not contrary to or in conflict with the following:
  - (a) Conveyancing & Law of Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing and Law of Property Act; and
  - (b) Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act (Cap 294A) (if applicable).
- 1.2 Where the terms and conditions of this Option are in conflict with the Conditions, the former shall prevail.
- 2. The title to the Property shall be properly deduced and free from encumbrances.
- 3. The Property is also sold subject to such restrictive and other covenants and conditions as well as party wall rights and other easements and reservations (if any) affecting the Property but otherwise free from encumbrances.
- 4. The purchase shall be completed and the balance of the purchase money shall be paid at the office of my solicitors within \_\_\_\_\_ ( ) weeks from the date of the exercise of this Option ("Completion").
- 5. The sale price shall be \_\_\_\_\_

**SINGAPORE DOLLARS ONLY (S\$ \_\_\_\_\_ )** which shall be paid by the Purchaser on or before Completion.

6. The Property is sold with vacant possession.
7. The sale and purchase herein is subject to there being no unauthorised additions alterations or renovations made to the Property. Save as aforesaid, the Property is sold on an “as is where is” basis and the Purchaser shall be deemed to have full notice of the actual state and condition of the Property in all respects and the Purchaser shall not be entitled to raise any objection or requisition whatsoever in respect thereof . The Vendor shall permit the Purchaser to view the Property prior to Completion.
8. Upon completion the Vendor shall make and execute in the Purchaser’s favour a proper assurance of the Property such assurance to be prepared by and at the Purchaser’s expense.
9. The Property is sold subject to the satisfactory replies of the legal requisitions sent by the Purchaser’s solicitors to the various Government departments including the Land Transport Authority. If any of the aforesaid replies is unsatisfactory, the Purchaser may by notice in writing together with satisfactory evidence in support thereof (the “Rescission Notice”) given to the Vendor’s solicitors rescind the agreement arising out of the Purchaser’s acceptance of this Option whereupon all monies paid hereunder shall forthwith be refunded to the Purchaser but without any interest compensation or deductions whatsoever. Each party hereto shall bear his or their own costs in the matter and neither party hereto shall have any claim or demand against the other for damages, costs or otherwise whatsoever. For the avoidance of doubt, it is hereby expressly agreed that no reply shall be deemed unsatisfactory:-
  - (1) Unless it discloses that the Mass Rapid Transit System or any approved road proposal or drainage proposal or Government Gazette Notification or any other proposed scheme revealed therein materially affects the building(s) that the Property is comprised in, regardless of whether such proposal or scheme is to be implemented before or after the date of completion.
  - (2) If it relates to any reply from the Land Transport Authority, Property Tax, Environmental Health and Sewerage Departments and Building Control Division which disclose that the Property is affected by any notice which has not been complied with but which the Vendor is capable of complying with or discharging on or before the date of actual completion.
  - (3) If the Rescission Notice is not received by the Vendor’s solicitors before the date fixed for completion.
10. The Vendor has no notice or knowledge that the Government or any Local Authority has any immediate intention of acquiring the Property or any part thereof but if before the date of completion as provided in Clause 4 of this Option the Government or any Local Authority shall give notice of intended acquisition or notice to acquire the said Property or any part thereof then and in such an event the sale and purchase herein shall be deemed wholly cancelled and abortive and this Agreement shall be rescinded and become null and void and of no further effect whatsoever. The Vendor shall forthwith refund to the Purchaser all monies paid but without any interest compensation or deductions whatsoever. Each party hereto shall bear his or their own costs in the matter and neither party hereto shall have any claim or demand against the other for damages, costs or otherwise whatsoever.
11. This Option when accepted shall constitute a binding contract for sale and purchase between the Vendor and the Purchaser. This Option will expire and be null and void if not accepted within

the period stated herein and the Vendor shall be entitled to forfeit and retain for their own benefit the Option money.

- 13. The Vendor confirms that their solicitors (“Vendor’s Solicitors”) have been appointed their agents for the collection of the balance of the purchase price and any other moneys due under the sale and purchase herein. The Vendor acknowledges that payment to any mortgagee or chargee of the Property and payment to the Vendor’s Solicitors or payment as directed by the Vendors’ Solicitors shall constitute a full discharge of the Purchaser’s payment obligations to the Vendor.
- 14. Notwithstanding the completion of the sale and purchase herein, the terms and conditions herein shall remain in full force and effect as between the Purchaser and the Vendor insofar as the same are not fulfilled and shall not merge in the assurance of the Property by the Vendor to the Purchaser on completion of the sale and purchase herein.
- 15. A person who is not a party to this Option or the agreement comprised herein shall have no right under the Contracts (Rights of Third Parties) Act (as may be amended or revised from time to time) to enforce any of the terms and conditions herein.

**IN WITNESS WHEREOF** I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
SIGNATURE OF VENDOR

\_\_\_\_\_  
SIGNATURE OF VENDOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NRIC NO

\_\_\_\_\_  
NRIC NO

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SIGNATURE OF WITNESS

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SIGNATURE OF WITNESS

\_\_\_\_\_  
NAME

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NRIC NO

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SIGNATURE OF VENDOR

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SIGNATURE OF WITNESS

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NRIC NO

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**ACCEPTANCE COPY**

I/We \_\_\_\_\_

as Purchaser, do hereby accept the above offer upon the terms and conditions abovementioned.

My solicitors are \_\_\_\_\_

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016**

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NRIC NO

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SIGNATURE OF PURCHASER

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SIGNATURE OF PURCHASER

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NAME

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NRIC NO