

-Unofficial Translation-

Agreement to sell and Purchase the Condominium Unit

..... Project

No. \_\_\_\_\_

Made at .....

Date .....

This agreement to sell and purchase condominium unit (hereinafter called "Agreement") is made between ..... represented by ..... an authorized person as per details appeared in Power of Attorney dated ..... attached herewith, its head office located at ....., (hereinafter called "the Seller") of the one part, and

Mr./Ms./Miss .....

Current address .....

Home address .....

Work place.....

(hereinafter called "the Purchaser") of the other part.

Whereas the Seller is the owner of the land where ..... is located represented land title deed number....., land number....., survey page number....., Sub-district....., District ....., Province..... having an estimate area of .... Rais ... Ngarn ... sq Wah, (hereafter called "the Project") and the Purchaser wishes to buy a condominium unit in this Project.

**NOW THEREFORE BOTH PARTIES AGREED** as follows:-

**Clause 1. Definition**

Unless otherwise specified herein or attachments hereto, the terms "Condominium", "Unit", "Common Property", "Personal Property", "Condominium Juristic Person" and "Regulation" shall have the meanings according to the provisions of the Condominium Act B.E.2552 (1979), as amended by the Condominium Act B.E.2534 (1991) and any other laws which revised or amended such provision.

**Clause 2. Condominium Unit and Sales Price:**

2.1 The Purchaser agrees to purchase and the Seller agrees to sell the Unit in Condominium being Unit No. .... of Building No. .... , on ..... Floor, Type ..... Totalling ..... Unit (s) having an approximate area (including the balcony) of ..... square metre ( herein after called "Purchased Unit" ) as per details described in the Attachment 4.

2.2 The Purchaser agrees to purchase and the Seller agrees to sell the Purchase Unit at price of ..... Baht (.....) per square metre, totally ..... Baht(.....) (hereafter called "Purchase Price").

2.3 If it later appears that the area under the title of condominium units to be purchased has increased or decreased as specified in clause 2.1 hereof, The parties agreed that the purchase price of the unit to increase or decrease in the price per unit as defined in clause 2.2, and the price of increased or decreased to increase or decrease in the unit price under clause 2.2 and the amount that the buyer must pay to the Seller in on transfer date.

### Clause 3. Payments

3.1 The Purchaser shall make the payment of the Purchase Price to the Seller according the amount and schedule as mentioned as follow strictly:-

3.1.1 An amount of Bath \_\_\_\_\_ ( \_\_\_\_\_ ) had fully paid according to the reservation form dated \_\_\_\_\_

3.1.2 An amount of Bath \_\_\_\_\_ ( \_\_\_\_\_ ) shall be paid in full on the date signing this Agreement.

3.1.3 An amount of Bath..... ( ..... ) shall be made to the Seller by .....instalments on monthly basis as follow

-.....Baht(.....) per month

totally ..... instalments as described in the Attachment 5.

-.....Baht(.....) per month

totally ..... instalments as described in the Attachment 5.

The total Purchase Price in the amount of .....Baht( ..... ) the Purchaser shall made to the Seller as follow:-

3.1.4 The remaining amount of..... Baht (.....)shall be fully made to the Seller on the date of ownership transfer registration as specified in clause 5 of this Agreement.

3.2 The Purchaser shall made the payment of the Purchase Price to the Seller at Seller's head office at the address as mentioned above. s. Any other payment methods or payment made to any unauthorized persons without any receipts shall be deemed not valid. In the event that any cheque or credit card payment cannot be collected in whatsoever reason, it is regarded that Purchaser is immediately default to the payment of the Purchase Price

3.3 For the purpose of the payment of the Purchase Price, if the Purchaser making any request to the Seller to contact the financial institution for granting for a loan, the Seller will contact

the financial for the Purchaser. However, the Purchaser shall follow the criteria, regulations terms and conditions of that financial agency in all respect. Buyer is responsible for preparing the required documents for the purpose of the loan and the registration of the ownership transfer of the Purchased Unit. In case the Purchaser is not Thai nationally or Thai juristic person, the Purchaser shall prepare financial statement required ready for registration of the ownership transfer of the Purchased Unit in all legal aspects. In the event that the Purchaser who requests for loan from the financial institution whether the Seller has recommended us to purchase or not, and no approval from that institution in whatsoever reason, the Purchaser shall not raise that reason to stop the payment of the Purchase Price or the delay any payment according to this Agreement.

#### **Clause 4. Payment Default**

The Purchaser shall strictly comply to the term and condition of Clause 3 hereof. In the case that the Purchaser is in default to made any instalment of the payment of the Purchase Price in whatsoever reason, the Purchaser shall be deemed in default and in breach of this Agreement, thus the Seller has its right to exercise the right as follows:

4.1 Claim for penalty according to the outstanding payment at rate 5 (Five) per cent per year calculated from the default date until all payments are completely settled by the Purchaser.

4.2 The Seller shall exercise its right defined in clause 9. to terminate this agreement, and seize all payment made according to this Agreement. In this regard, the Purchaser consents the Seller to sell the Purchased Unit to any persons without any cautions or notice in advance. In addition, the Purchaser entirely agrees not to object or claim any benefits, rights or losses from Seller.

#### **Clause 5. Ownership transfer and delivery unit**

5.1 In the event that the Seller has completed a Condominium registration and issuance of the condominium title deed, the Seller will notify the Purchaser to accept the transfer of the ownership of the Purchased Unit in writing in advance at least 30 days, in this regard, the Purchaser shall agree to accept the transferred of the ownership of the Purchased Unit within the date mentioned in the writing notice, provided that all payment of the Purchase Price according to this agreement has been fully paid by the Purchaser .

5.2 In the event that the Seller has earlier completed the construction of the Condominium and the issuance of the condominium title deed is made ready prior to the payment due date in Clause 3.1, both parties agree to arrange ownership transfer of the Purchased Unit in due course as may notified in writing in advance at least 30(thirty) days by the Seller to the Purchaser in writing of the registration date of ownership of the condominium unit to Purchaser. In such case, the Seller and the Purchaser agree that all unpaid money whether it is due or not, shall become due on the registration dare.

In case the Purchaser submits the letter demanding the date to register of the ownership transfer before the designated date and that the condominium registration is

completed and ready for the registration of transfer and delivery to the Purchaser without any contrary to applicable laws, the Seller agrees to register of the ownership transfer and deliver condominium unit to the Purchaser within 15 (fifteen) days from the date of receipt of the notice.

5.3 The Purchaser shall be responsible for all duties, the Seller shall be responsible for withholding tax, specific business tax arising from the ownership transfer. While the transfer registration fee and legal transaction fees for the transfer shall be shared equally by the both parties.

5.4 The Purchaser shall inspect the Purchased Unit within 15 (Fifteen) days after the date of receipt of the notice of the completion of the Purchased Unit and ready to be inspected by the Purchaser. If the Purchaser fails or defaults to do so or postpones, denies or obstructs to accept the transferal of the Purchased Unit within the aforementioned date, it shall be deemed that the Purchased Unit has been inspected and accepted by the Purchaser henceforth.

However, if the Purchased Unit has a minor defect and such defect will not be essence for normal living and the Purchaser is able to request the Seller to fix the defects of the after the accept the transfer of the Purchased Unit, the Purchaser shall neither render this defect to deny the registration process of the sales unit as a failure to comply with this Agreement to the Seller nor assume that the delivered units to the Purchaser has been delayed or uncompleted.

5.5 The possession right and title of the Purchase Unit shall remain to the Seller unless the Purchaser has successfully registered the transfer of title of the property.

5.6 Whereas the Purchaser delay the ownership transfer in which the Seller has determined in Clause 5.1 in whatever reasons, the Purchaser has the right not only exercise its right in clause 4.1, but also agrees to pay the common expenses as specified in Clause 7.1, 7.2, 7.3, 7.4 with the penalty at 1.25 per cent per month from the designated day till the date of the transfer of the Purchased Unit is truly made.

#### **Clause 6. Construction and Condominium Registration**

6.1 The Seller agrees to construct the Condominium, register and issue the condominium title deed within ..... and the Seller shall be able to extend the period again for .....month(s) whereas such extension does not include the cause under paragraph two of this clause. To construct the Condominium and the Purchased Unit, the Seller agrees to use the furnishing materials as detailed in Attachment 7. In the event that the Seller is not capable of procuring the mentioned materials from the market, the Seller shall seek the furnishing materials of equivalent quality to be used in the construction instead. The Seller reserves the right to modify construction plan of the Condominium, outlines and details its units, personal asset or common property as well as changes in higher, equal or similar standards of equipment as appropriate without taking into account of any default hereto.

In the event of Act of God or otherwise, including but not limited to economic recession, war, strike, authority orders or prohibited by laws or other incidents beyond control of the Seller, the Seller shall notify the Purchaser in writing of the incidents 15 (Fifteen) days from the date of ending of the incidents. In this regard, the Seller agrees to prolong the construction period not over than the certain period of time when the construction suspended in which the extended time shall not be over 1(one) year. The Purchaser shall not render this delay and construction extended period as a failure to comply herewith to the Seller.

6.2 In case the Seller is capable of completion of the condominium and its registration with the issuance of the condominium title deed but still delay as in the defined time or an extension period caused by those incidents mentioned in Clause 6.1 and being Seller's default, Purchaser permits the Seller to pay fine premium of such delay to the Purchaser on daily basis of 0.01 per cent of the sales price in which the total fine shall not over 10 per cent of the sales price of the unit by calculated from the due date or extended time (on case by case basis) until the date Seller completes the construction of the condominium or its registration. In this regard, both parties render to bind by the agreement, terms and conditions of this Agreement henceforth and agree to carry the aforementioned fine to deduct from the sales price to be paid by Purchaser on the date of ownership transfer of the condominium unit.

6.3 In case the Seller is not capable of completion of the Condominium, its registration and issue the condominium title deed as in the defined time and extension period and being the Seller's default, the Purchaser has the right to terminate this agreement and entitled to receive all paid amount with an interest 5(five) per cent per year until the day completely returned (in case return by cheques, it shall be calculated unite the post date).

6.4 In case the Seller is not capable of completion of the condominium and its registration with the issuance of the condominium title caused by those incidents mentioned in Clause 6.1, the Purchaser has the right to terminate the Agreement and the Seller agrees to refund all paid amount with the highest fixed interest rate of deposit account of Krung Thai Bank PLC. on the day Seller received those payment by calculated from the day the Purchaser paid each instalment until the day the Seller completes the returns. Whereas the Seller has any burden or any expenses, the Seller has the right to carry the aforementioned fine to deduct from the interest to be paid by Seller.

#### **Clause 7 Common Expenses, Reserve fund and other.**

Upon the date of ownership transfer of the Purchased Unit, the Purchaser agrees to pay the management maintenance expense and common property as following:

7.1 Monthly expenditure ..... Baht ( ..... Baht only) per square metre shall be paid in advance for ..... year term from the date of registration of ownership transfer. Any payments later than that, the Purchaser shall pay the Seller upon notice by the Seller or condominium juristic person.

7.2 Sinking fund for the expenditure on services, management, maintenance of condominium and common properties imposed at ..... Baht (..... Baht only) per square metre(one time payment).

7.3 On the date of ownership transfer of the purchased unit, the Purchaser agrees to pay ..... Baht (..... Baht only) to the Seller for the maintenance of the plumbing meter.

7.4 On the date of ownership transfer of Purchased Unit. The Purchase agrees to pay the building insurance premium by 1(one) year advance payment calculated from the date of ownership transfer. Any payments later than that shall be made once (1) a year on every 2<sup>nd</sup> day of January of every year or up to resolution of Condominium Juristic Person in the future.

7.5 In case Purchaser is not capable of completion of the registration of ownership transfer as defined in clause 5 hereof and later Seller has extended the registration after the defined period, Purchaser agrees to remit any expenses including Clause 7.1 and /or 7.2 and/or 7.3 and/or 7.4 hereof in that shall pose any burden or payment to Seller caused by any negligence in registration of ownership transfer under due of this Agreement as specified in item#5. Purchaser agrees to pay those paid expenses to Seller on the date of registration of owner ship transfer with the fine premium of 1.25 per cent per month from the date of registration deadline as in Clause 5 till the date of ownership transfer.

7.6 The Purchaser agrees that common expenses as specified in Clause 7.1 and/or 7.2 and/or 7.3 and/or 7.4 may be changed as the Seller may think appropriate or as prescribed by Condominium Juristic Person. The Purchaser agrees to comply in all respects by not consider as the Seller's fault.

#### **Clause 8. The Purchaser's Covenants**

The Purchaser has been thoroughly informed and understands that the Purchased Unit is located in the Condominium where the Seller shall proceed the registration of the Condominium and condominium juristic person pursuant to the provision of condominium act, therefore the Purchaser shall strictly compliance to the followings terms and conditions

8.1 Shall strictly compliance with rules, regulations, code of conduct of the exploitation of the unit, personal asset and common property set out by the condominium's juristic person and follow the terms and conditions of current and future laws governing condominium.

8.2 Shall responsible for all costs of management, maintenance of Condominium and Common Properties which belong to the duties of the co-owner of the Condominium as specified by the condominium juristic person.

8.3 Shall utilize the Purchased Unit for normal living purpose and shall not use or allow the usage of the Purchased Unit for other purposes other than residing as well as sell the Purchased Unit contrary to public morals or illegal deed, and shall not cause any damages and disorder to co-owners as whole.

8.4 Shall not restrictedly remove, extend, furnish or modify the Purchased Unit resulting in damaging or disturbing co-owner of the condominium or losses or impact on engineering structure, protective system of the Condominium or its completion and architectural value or outdoor sceneries. If violates, the Purchaser allows the Seller or condominium juristic person shall seek remedies for those damages.

8.5 If any part of the Purchased Unit is damaged or destroyed resulting in damages or disturbing co-owner of the condominium or losses or impact on engineering structure, protective systems of the Condominium or its completion and architectural value or outdoor sceneries, the Purchaser shall soon repair those damages. Where the Purchase fails to do so, the purchaser allows the Seller or juristic person proceeding the fix with by the Purchaser's own cost and those damaged and the Seller is entitled for all damages incurred. Such damaged purchased unit binding defined in clause 11 shall be ended.

8.6 The Purchaser has been well informed and agrees that the relevant authorities are illegible to mark the installation position of any facilities such as transformer, electrical wire and its post, telephone line and its post, fire extinguisher's station and so on as the authorities deem appropriate and it is not Seller's duty to inform the Purchaser or decide or remove those facilities upon the Purchaser's request.

#### 8.7 Facilities and Surroundings

The Purchaser has been informed that the Seller's project as detailed on the outlines and public relation or propaganda concerning the construction of the condominium in the other areas of its location, is the project in early stage of the Seller's intention that may be cancelled or modified as the Seller deems appropriated and conforming to the future business situations. Thus, if there are any cancellations or modifications of the building of any building under this project, the Purchaser accepts those changes without taking into account of any issues raised to terminate this contract. Whereas the Seller shall modify the construction and develop the project in any directions, Seller shall remain the construction of the street to the project as well as other facilities for the Purchaser to share the same benefit in this Agreement.

### **Clause 9. Termination of Contract**

#### 9.1 Termination by the Seller

9.1.1 In the event that Purchaser fails to pay the agreed sales price before ownership transfer, Seller shall have the right to terminate the Agreement as detailed below:

9.1.1.1 Failure to pay the Purchase Price in case one payment is made

9.1.1.2 Failure to pay 3 (three) instalments

9.1.2 In the event that the Purchaser attempts to delay, deny or obstruct the registration process of the condominium unit or fails to be present on that scheduled date,

not the Seller's default, Purchaser is regarded as failure to this Agreement and Seller has the right to terminate the Agreement.

Prior to termination of this Agreement, the Seller shall notify the Purchaser in writing at least 30(thirty) days from the date receipt of the notice. If the Purchaser neglects to follow such notice, the Purchaser consent the Seller to seize the deposit and all payment and allows the Seller to sell the Purchased Unit to others without any notice. Furthermore, the Purchaser entirely agrees not to claim any benefits, rights or losses from the Seller.

## 9.2 Termination by the Purchaser

The Purchaser may have the right to terminate the Agreement as described in item clause 6.3 and 6.4 hereof.

## **Clause 10. Rights Reserve**

For the purpose of appropriateness and benefit of condominium management including rules and regulations of government agency, the Seller reserves the right to modify the construction plan of the condominium, outlines and details its units, list of standard of internal equipment, personal asset or common property as necessary in which Purchaser agrees not to take these as the Seller's default.

## **Clause 11. Defects of Condominium or its Unit**

The Seller shall responsibilities for all defects of Condominium caused by construction of the Seller as followings:

11.1 5(Five) years for the building structure calculated from the date of registration the Condominium.

11.2 2(two) years for its fixtures other than specified in item11.1 calculated from the date of registration the Condominium.

The Seller shall repair such defects within 30 (Thirty) days from the day the Purchaser or juristic person of condominium have informed in writing except that such defects need urgent repair which the Seller shall take immediate action. If the defect occurs. The Seller may take time to produce, supply or ship materials that must be repaired to the exact type, or property of the original material, or to supply the same material. In such case, fixing defects can take longer than the time set out above. The seller will promptly inform the Purchaser or the condominium juristic person about the time taken to complete the repairs. By the Purchaser will not assume that the Seller is in breach of this contract.

In case the Seller has resolved the defect of the apartment until completion. The Purchaser must comply with Clause 5.4 of this contract or if the Seller has resolved the defect of the condominium completely, the Purchaser must either proceed to the condominium juristic person, which to be established in the future, undertake an inspection to accept the



correction of the defect within 15 (fifteen) days from the date of receipt of the written notice from the Seller. If the buyer or juristic person of the condominium ignore or fails to complete within such period, It is deemed that the buyer or the condominium juristic person has carried out the inspection to accept the repair of defects of the condominium or apartment from the Seller already.

#### **Clause 12. Installation of Water Supply Meter/Electrical Meter**

12.1 The Seller shall carry out the installation of the water supply meter (common properties) and ampere electrical meter for the Purchaser. The Purchaser will be responsible for the expense of installation, meter, warranty and transfer fee at the rate that the Seller has paid before. The Purchaser shall pay the Seller such expense together with the final settlement on the transfer date of the condominium unit. The Purchaser agrees to provide all necessary documents to be used for transfer the name to the Seller in order to transfer the name change from the Seller's name to the Purchase's name. In case the Seller is not able to transfer the meters within 60(sixty)days from the date to effect the ownership transfer caused by the Purchaser's fault, the Seller shall cancel the installation of those meters and return the warranty paid to Seller. If the Purchaser needs to install a meter for electricity and water, the Purchaser shall proceed on his/her own.

12.2 The Seller agrees to request for the use of, and pay deposit in the purpose of using for the installation of plumbing/ electrical meters and telephone in the unit and the common property including rights to utilize the above facilities by transferring it to condominium juristic person, and that the juristic person shall refund the installation surety and other relevant expenses upon Purchaser's request.

#### **Clause 13. Notification**

Any notice or notification of both parties shall be made in writing and sent to either side by certified mail with return receipt requested, addressed to the other party at such party's address shown below:

To the Purchaser: .....

Present Address: .....

To the Seller: Pruksa Real Estate PLC.

Present Address: 1177, 23<sup>rd</sup> floor, Pearl Bangkok Building, Phaholyothin Road, Phaya Thai sub-district, Phaya Thai, Bangkok 10400

Where either party changes their address, that party shall notify the other side within 7 days from the date of that change and both parties agree that such documents, letter and notice sent via certified mail with return receipt requested to such address or the last address provided to each side regardless of recipients of such mail, it deems that such mail has reached each party rightfully.

#### **Clause 14. Ownership transfer**

In case the Purchaser is desired to transfer title to other person, the Purchaser shall seek the prior written consent the Seller. If the Seller agrees and the Purchaser insures that the recipient agrees to follow this Agreement in all respects. The recipient shall sign the transfer Agreement with Seller or sign a new sales Agreement as per Seller's criteria provided that the aforementioned transfer shall not cause any changes in any changes in any proportion of alien possession to be larger than limitation posed by law and that ownership transfer above. The Seller has the right to deny such transfer.

To transfer of the above right, the seller agree to process it for a period of ....., or set the time that the Seller will set up as needed and appropriate by the Seller to notify the Purchaser from time to time.

#### **Clause 15. Other Agreements**

15.1 All Attachments shall be taken as parts of this Agreement. Any changes to Agreement or Attachments shall not affect the Agreement. If any part of this Agreement voids or becomes invalid, both parties agree that the other parts of this Agreement separate from that invalid section are still in effect.

15.2 In the event that there are any discrepancies of any statements or characteristics on leaflet, pamphlets, or other publications Seller manipulates for sales, sales promotion, advertisement of the condominium, terms and conditions under this Agreement including attachments, both parties agree to mainly enforce this Agreement and its attachments. In case there are any discrepancies of any statements between the attachments and the contract, both parties agree to enforce this Agreement and cancel any or entire part of the agreements previously made with apparent action or explanation or verbal utterance concerning provisions herein under this contract.

15.3 In case the translation of this Agreement is provided and any controversies between the translated version and Thai version, both parties shall take and enforce the Thai version thereby.

15.4 Any extension of Seller arising from not to follow this contract, absence to any appointment or any specific failure shall be effective for that specific event. Purchaser shall not take that event as reason for other absence or failure thereafter.

#### **Clause 16. Built-in Furniture and its Fixtures (if any)**

16.1 Built-in Furniture and its Fixture are categorized as promotional items.

16.2 Built-in Furniture and its Fixtures are subject to change in materials or pattern without advance notice.

16.3 In case of shortage of any items or unavailability in market during construction, the Seller reserves the right to use other materials of similar or equivalent quality as necessary.

16.4 The Seller or his/her Seller shall furnish the built-in furniture and its fixtures after the Purchaser has transferred of title and received the unit completely in that Purchaser is aware and consent to the extra time of the above furnishing excluding from schedule specified in Clause 6.1 above.

16.5 Fixing of defects of the Purchase Unit not cover the repair of the offered promotional package as described in Clause 11 above.

16.6 The Seller reserves the right to revoke any offered promotional items in case the Purchaser fails to comply with the contract.

16.7 Built-in Furniture and its Fixtures shall be delivered within 60 days from the date of completion of ownership transfer.

#### **Clause 17. Attachments**

Both parties agree that the following attachments are parts of the contract.

17.1 Copy of Power of attorney and copy of company's affidavit (Attachment 1)

17.2 Copy of the Purchaser's Documents (Attachment 2)

17.3 Land Border Layout and Location of Condominium (Attachment 3)

17.4 Position layout and unit plan (Attachment 4)

17.5 Promotional package (Attachment 5)

17.6 Details of instalments of Purchase Price (Attachment 6)

17.7 List of Standard Materials of the Unit (Attachment 7)

17.8 Details of Private Property, Common property and Facilities for Residence Purpose (Attachment 8)

17.9 A power of attorney form that the Purchaser must delegate the agent or other person to receive the unit to be traded. (Attachment 9)

#### **Clause 18. Laws Enforcement**

The enforcement of this Agreement is interpreted according to Thai laws.

#### **Clause 19. Mutual Certification**

The Seller certifies that the Seller owns the title of land used for construction of Condominium, the Seller and the Purchaser certify that the undersigned are authorized persons under this Agreement as specified in Attachment 1.

This Agreement is made in duplicate of the same contents. Both parties have read and understand the provisions contained herein thoroughly. In witness whereof, both parties have signed their name on ....., and each party retains one copy.

Signed	The Purchaser	Signed	The Seller
(	)	(	)
Signed	Witness	Signed	Witness
(	)	(	)

Unofficial Translation