

## OFFER TO PURCHASE

I/We, \_\_\_\_\_ having corresponding address at \_\_\_\_\_ (“Purchaser”) do hereby offer to purchase from you, \_\_\_\_\_ having corresponding address at \_\_\_\_\_ (“Vendor”) as the sole legal and beneficial owner of the property bearing postal address of \_\_\_\_\_ (“Property”) held individual/strata title \_\_\_\_\_ (“Title”) for the purchase price of \_\_\_\_\_ (“Purchase Price”) together with fixtures and fittings listed in *Annexure A* attached herewith (if any) subject to the terms and conditions to purchase as follows (“Offer to Purchase”): -

- (1) This Offer to Purchase is conditional upon the Purchaser to procure a loan facility to facilitate the payment of the Purchase Price (“Loan”) within a period of \_\_\_\_\_ days or such further period(s) as maybe agreed upon by both parties (“Condition Precedent”) otherwise provided that the Purchaser shall provide a letter of rejection of Loan or submission(s) of application for Loan evidencing the Purchaser’s efforts to procure the Loan, this Offer to Purchase shall be deemed amicably terminated without any compensation to either party. The date of letter offer for the Loan shall be referred to as the “Effective Date”.
- (2) Simultaneously upon Vendor’s acceptance of this Offer, the Purchaser shall pay a refundable sum of \_\_\_\_\_ (“Earnest Deposit”) to Vendor or Vendor’s Solicitors, \_\_\_\_\_ (“Solicitors”) as stakeholders wherein the Vendor hereby acknowledges payment of the said Deposit is to be paid towards the account of the Purchase Price.
- (3) In the event that the Condition Precedent is not fulfilled as in Clause 1 above, the Solicitors shall refund the Earnest Deposit free of interest to the Purchaser.
- (4) Vendor and the Purchaser shall execute a sale and purchase agreement of the Property subject to the reasonable conveyancing terms to be mutual agreed upon by both parties (the “SPA”) within 14 working days from the Effective Date or such other period as maybe extended mutually by both parties (“Signing Period”).
- (5) The Vendor shall provide all the relevant document for the preparation of the SPA, that include but not limited to the copy of Title, principal/earlier sale and purchase agreement, loan agreement, quit rent and assessment, all for the Property.
- (6) In the event of failure to execute the SPA after the Signing Period as aforesaid: -
  - (a) **by the Purchaser**, the said Earnest Deposit sum shall be forfeited by the Vendor as agreed liquidated damages,

(b) **by the Vendor**, the Vendor shall refund the said Earnest Deposit to the Purchaser together with a compensation sum equivalent to the said Earnest Deposit. The Purchaser reserved the rights for specific performance.

(7) This Offer to Purchase shall constitute a binding contract which shall be superseded only upon the execution of the SPA.

Yours faithfully,

.....  
**Purchaser**  
Name :  
Identity No. :  
Date :

.....  
**Purchaser**  
Name :  
Identity No. :  
Date :

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**MEMORANDUM OF ACCEPTANCE**

I/We \_\_\_\_\_ being the Vendor hereby acknowledge and agree to the aforesaid terms and conditions.

Yours faithfully,

.....  
**Vendor**  
Name: :  
Identity No. :  
Date :

.....  
**Vendor**  
Name: :  
Identity No. :  
Date :

**Annexure A**

No	Details	No. Unit (s)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

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