

## OPTION TO PURCHASE

TO: **SU XIUGE (NRIC NO: S7062157F)**

RE: Property Known as No **8 LORONG 39 GEYLANG #04-08 SINGAPORE 387882**

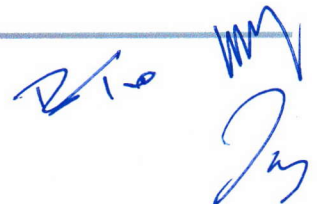
IN CONSIDERATION of the sum of Singapore Dollars **TWELVE THOUSAND AND ONE HUNDRED ONLY (S\$12,100.00)** (Citibank Cheque No: **000336**) (hereinafter called "the option money") received by **IVY TAY BEE KHIM (NRIC: S6801761J), TAY TECK SENG (NRIC: S0545129I) and TEO SIEW ENG (NRIC: S0617807C)** (hereafter called "the Vendor") from the Purchaser this day by way of option money, the Vendor hereby grants the Purchaser this Option to Purchase the above described property (hereinafter referred to as "the property") upon the terms set out below. This Option shall be exercised by the Purchaser by signing at the portion of this Option marked "ACCEPTANCE COPY" and delivering the same duly signed to **LAI & COMPANY, ADVOCATES AND SOLICITORS @20 HAVELOCK ROAD #02-34 CENTRAL SQUARE, SINGAPORE 059765** hereinafter called "Vendor's Solicitors") together with a cheque for the sum of Singapore Dollars **FORTY EIGHT THOUSAND AND FOUR HUNDRED ONLY (S\$48,400.00)** (hereinafter called "the deposit" equivalent to five per cent (5%) of the purchase price Less Option Money. This Option shall expire at 4.00 pm. on the **19TH** day of **NOVEMBER** year **2015** (hereinafter called "the expiry date") and will be null and void if not exercised in the manner and on or before the expiry date stipulated herein.

The said payment of Singapore Dollars **FORTY EIGHT THOUSAND AND FOUR HUNDRED ONLY (S\$48,400.00)** shall be in favor of **LAI & COMPANY** (name of Vendor's solicitor's law practice - CVY) by \*\*cheque/telegraphic transfer to the [bank name & account no: \_\_\_\_\_] excluding bank charges and deductions, to be held by the Vendor's solicitors as stakeholders pending completion.

The option money shall be forfeited by the Vendor in the event this Option is not exercised in the manner on or before the expiry date stipulated herein.

### **TERMS AND CONDITIONS**

1. The sale is subject to "The Singapore Law Society's Conditions of Sale 1999" (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 Property (Conveyancing) Rules 2011 as promulgated under the Conveyancing & Law of Property Act ("Conveyancing Rules"); and



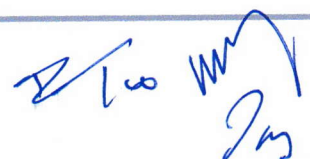
- b) Singapore Academy of Law (Conveyancing Money) Rules 2011 as promulgated under the Singapore Academy of Law Act (Cap 294A) ("SAL (Conveyancing) Money) Rules") (if applicable).

Where the terms and conditions of this Option are in conflict with the Conditions, the former shall prevail.

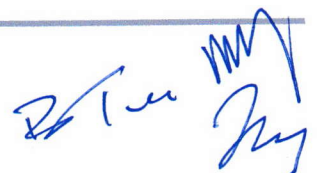
2. The sale price shall be Singapore Dollars **ONE MILLION TWO HUNDRED AND TEN THOUSAND ONLY (S\$1,210,000.00)** and the Goods and Services Tax ("GST") where applicable, subject to the terms herein but otherwise free from encumbrances.
3. The title shall be in good order, properly deducted and free from encumbrances.
4. The Purchaser shall not require the delivery or production of any deeds or documents not in the possession of the Vendor nor shall the Purchaser make any requisition or objection in respect thereof.
5. The property is sold subject to vacant possession.
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 purchase shall be completed at the office of the Vendor's solicitors within on **23<sup>RD</sup> FEBRUARY 2016.**
8. The Purchase shall be deemed to have full notice of the actual state and condition of the property in all respects and shall not be entitled to raise any objection or requisition whatsoever in respect thereof.
9. The sale and purchase herein shall be subject to the Purchaser's solicitors receiving satisfactory replies to their legal requisitions and applications for Interpretation Plans to the various Government Departments and Land of Transport Authority (LTA) insofar as such replies/Interpretation Plans relate to the property and if any of such replies and/or Interpretation Plans are found to be unsatisfactory then this Agreement may be rescinded at the Purchaser's option and in such event the Vendor shall forthwith refund to the Purchaser all monies paid by the Purchaser to the Vendor or the Vendor's solicitors but without any interest compensation or deductions whatsoever and thereupon neither party shall then have any claim or demand against the other costs for damages compensation or otherwise.

PROVIDED ALWAYS that:

- a) the answers from the Property Tax Department, Environmental Health, Public Works and Sewerage Departments and Building Control Division shall not be deemed unsatisfactory unless the same disclose that the property is affected by any notice or order which has not been complied with and which is incapable of being complied with by the Vendor before completion;

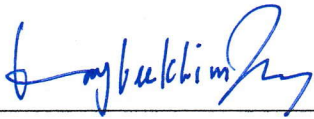


- b) any Category 5 road proposals or lines (whether actual or proposed) affecting the property shall not be construed as unsatisfactory.
- c) any road or drainage line or proposal which is to be implemented only if there is any redevelopment of the property shall be deemed satisfactory.
- d) any reply to legal requisitions not received by the date fixed for completion shall be deemed satisfactory.
10. The Vendor hereby confirms that the Vendor's solicitors abovementioned have been appointed as the Vendor's agents for the collection of the balance of the Purchase price and any other monies due under this Agreement. The Vendor acknowledges that payment to any mortgagee or charges of the said property and payment to the Vendor's solicitors or payment as directed by the Vendor's solicitors shall constitute a full discharge of the payment obligations of the Purchaser to the Vendor.
11. Where payment is made by the way of cheque, it shall be a fundamental condition of this sale and purchase that any such cheque shall be honoured on first presentment. In the event that such cheque is not honoured on first presentment, the Vendor shall be entitled either to treat the contract as having been repudiated by the Purchaser and to rescind the same forthwith and to re-sell the Property without prejudice to his right of damages against the Purchaser or (at the Vendor's option) to affirm the contract and proceed in accordance with the terms and conditions herein contained.
12. Where the Purchaser is not a Singapore citizen, the purchase of the Property shall, where applicable, be subject to the Purchaser obtaining written approval from the Controller of Residential Property (Land Dealings (Approval) Unit, SLA) to purchase the Property. If such approval is not obtained by the date fixed for completion, then this contract arising from the acceptance and exercise of this Option shall be null and void ab initio and no further effect whatsoever, whereupon:
- a) the Purchaser shall forthwith withdraw or cause to be withdrawn, all caveats and other instruments lodged by or on behalf of the Purchaser and/or his bank/financier against the Property at the Singapore Land Authority; and
- b) upon (a) being fulfilled, the Vendor shall return to the Purchaser all monies (without interest) received by the Vendor from the Purchaser hereunder, and thereafter each party shall bear his own solicitor's costs in the matter and neither the Vendor nor the Purchaser shall have any claim or demand against the other for any loss, damages, cost, compensation or otherwise whatsoever in this matter.
13. In this Agreement where the context so admits:
- a) The expression "the Vendor" includes the personal representatives of and/or the person deriving title under the Vendor. Where the expression "the Vendor" describes more than one person, all covenants, terms conditions and undertakings made by such persons are made jointly and severally.

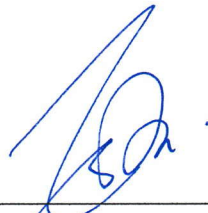


b) The expression "the Purchaser" includes the personal representatives of and/or the person deriving title under the Purchaser. Where the expression "the Purchaser" describes more than one person, all covenants, terms, conditions and undertakings made by such persons are made jointly and severally.

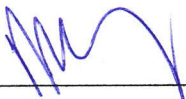
IN WITNESS WHEREOF the Vendor has hereunto set his/her/their hand(s) this 4th day of November year 2015.



Signature of Vendor (1)  
Name : **IVY TAY BEE KHIM**  
NRIC No: **S6801761J**



Signature of Witness  
Name : **EVA SEK**  
NRIC No: S1574909A



Signature of Vendor (2)  
Name : **TAY TECK SENG**  
NRIC No: **S0545129I**



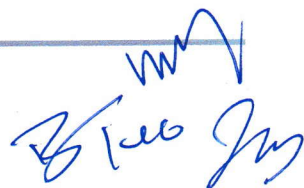
Signature of Witness  
Name : **EVA SEK**  
NRIC No: S1574909A



Signature of Vendor (3)  
Name : **TEO SIEW ENG**  
NRIC No: **S0617807C**



Signature of Witness  
Name : **EVA SEK**  
NRIC No: S1574909A



## ACCEPTANCE COPY

I / We, \_\_\_\_\_  
as purchaser do hereby accept the abovementioned offer upon the terms above  
mentioned this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_.

\_\_\_\_\_  
Signature of Witness

Name:

NRIC No.:

\_\_\_\_\_  
Signature of Purchaser

Name:

NRIC No:

\_\_\_\_\_  
Signature of Purchaser

Name:

NRIC No:

*BT* *WV*  
*my*