

(Aor. Chor.22)

Contract no.....

### Condominium Unit Sale and Purchase Agreement

This agreement is made at .....on date ..... month.....B.E.....  
Between..... the true legal owner of the land and condominium, years of age....  
nationality.....land number.....alley/soi .....street.....moo.....sub-district.....  
district.....telephone no. ....by.....the person who is authorized to act as  
a proxy in the power of attorney dated on.....month.....B.E..... name of condominium .....  
Condo. locate on no. ....soi.....street.....moo.....sub-district.....district  
.....province.....telephone no. ....which hereinafter in agreement called the  
“Seller” with.....years of age..... nationality.....address/office location .....  
alley/soi..... street.....sub-district.....district.....telephone no..... which  
hereinafter in this agreement called the “Buyer”.

The agreements have been made and agreed by both parties as follows:

#### 1. Certification of the seller.

1.1 The seller certifies that seller is the land owner of condominium location  
according to title deed no.....parcel no..... land no. ....sub-district .....district  
..... province .....total area ..... rai .....ngarn .....square wah of land.  
The aforementioned land plot:

☐ The land has a mortgage with ...../registered preferential  
rights in land to .....the aforementioned land plot serves as collateral for a mortgage  
debt/preference debt amount of money .....Baht (.....)

☐ No mortgage/No preferential rights

1.2 The seller certifies that the condominium and condominium unit is the  
ownership of the seller, and the such building are:

☐ There is a mortgage included the land with...../registered  
preferential rights in the building together with the land are given to .....By the amount  
of mortgage debt and preference debt are equal to the amount according to Section 1.1

☐ No mortgage/No preferential rights

1.3 The seller has received a permit to construct the building from local official under the Law on Building Control as license no...../..... dated ..... currently, the condominium unit is:

☐ Under the construction, when construction is completed, it will be registered as a condominium.

☐ Completion of construction, it is in the process of being registered as a condominium.

## 2. Sale and Purchase Agreement

2.1 The seller agrees to sell and the buyer agrees to buy a condominium unit in the condominium named..... in the amount of .....unit(s), as follows:

2.1.1 Unit no. .... Floor ..... Area .....square meters.

2.1.2 Unit no. .... Floor ..... Area .....square meters.

2.1.3 Unit no. .... Floor ..... Area .....square meters.

2.2 In addition to ownership of condominium unit as 2.1, it also includes common property, which the buyer has the right to share with other co-owners, as follows:

2.2.1 Property according to the Condominium Act B.E. 2522, and its amendments determined to be the common property.

2.2.2 Land where the condominium is located, amount of.....rai.....ngan square wah.

2.2.3 Various amenities that the buyer will receive. The seller has an obligation to register them as common property (details appear in the attached document to this agreement). Furthermore, if the seller has advertised with text or such advertising images, it shall be considered that advertising documents being a part of this sale and purchase agreement.

## 3. Sale and Purchase Price

3.1 The buyer and the seller agree to buy and sell condominium unit(s) as 2, in the amount of ..... units, at a price of..... baht per square meter ( .....baht/sqm), the total amount of .....baht (.....).

3.2 In the case that the condominium is uncompleted construction. Later when the construction was completed, it is found that the unit area has increased or decreased from the amount specified in the agreement, the parties agree to calculate the price per unit increased or decreased area as specified in 3.1 and the price for the increased or decreased portion shall be added to or subtracted from the unit price specified in 3.1 and the total amount to be paid as 4.2.

#### 4. Payment and Transfer of Ownership

4.1 The parties agree that money of the buyer has paid on the reservation date, on the date of.....month.....B.E....., amount of.....baht (.....) and the money that buyer has received on the date of making this agreement, amount of.....baht (.....) The total amount that the buyer has paid to the seller.....baht (.....) is a part of payment of the unit price as 3.1.

4.2 The buyer agrees to pay the remaining price of condominium unit at amount of.....baht (.....) The payment is divided into installments as follows:

4.2.1 Installment 1, amount of .....baht (.....), to be paid within date.....

4.2.2 Installment 2, amount of .....baht (.....), to be paid within date.....

4.2.3 Installment 3, amount of .....baht (.....), to be paid within date.....

4.3 For payment of the condominium unit, the buyer must pay money to the seller at the seller's domicile that appears in this agreement. If there is a change of domicile, the domicile that the seller has notified in writing to be a place for payment and the seller must provide documentary evidence in writing with signature of the seller or the recipient of the payment to the buyer.

4.4 The seller certifies that the condominium project implementation will be completed and ready for the transfer of condominium unit to the buyer within date.....month.....B.E..... The seller shall inform the registration date of condominium unit ownership to the buyer not less than 30 days in advance.

- 4 -

The buyer shall receive the transfer of the ownership in condominium unit when the seller has constructed condominium and condominium unit completely and accurately as written in the agreement. In the case of the buyer is inform in written, that she or he will request a transfer of ownership before the time the seller determined according to the first paragraph. The seller shall proceed with the transfer of ownership to the buyer within 7 days since receiving the notice from the buyer.

4.5 During this agreement is effective the buyer has rights to transfer the rights under this agreement to another person, by giving notice in writing to the seller. The seller agrees not demanding any additional expenses. However, the seller must arrange for the transferee to receive the transfer of rights and duties.

## **5. Construction of Building**

5.1 The feature of the condominium unit, materials, and equipment used to construct and assemble into condominium unit, the seller must be built according to the plans and use materials and equipment according to the type, size, category, and quality specified in the approved plans and assemble lists of the condominium units from the competent officials and must be standardized not less than the standards prescribe in the law.

5.2 Description, brand, type, model, quality, size, and color of materials, floor finishes, wall finishes, ceiling finishes, roofing, sanitary ware, doors, windows, and window accessories shall comply with the standards specified by the respective product manufacturers. In the case that the seller is unable to provide materials as specified from the market, the seller shall procure materials of equal or better quality for construction instead.

5.3 In the case that construction has to be halted, not due to the fault of the seller, the buyer agrees to allow the seller to extend the construction period as specified in the agreement, but not longer than the period of construction which has to be halted. The seller must notify the buyer of such event along with supporting evidence in writing to the buyer within seven days from the event is terminated. If the seller fails to provide such r  
Unofficial Translation  
assumed that the seller has waived the right to extend the construction period.

- 5 -

The text in paragraph one shall not apply to the purchase of a condominium, for use to specific time only.

5.4 The seller is responsible for installing utility meters and the amount of utility usage for both common areas and in separate parts within condominium unit.

For meters installed in separate part within condominium unit, the seller shall arrange for installation and pay the associated fees and expenses upfront. Upon transferring ownership of the condominium unit to the buyer, the seller shall also transfer the meters into the buyer's name. Therefore, the seller may recover the aforementioned fees and expenses from the buyer, provided that such costs do not exceed the amount paid by the seller initially.

#### **6. Expenses for Registering the Transfer of Ownership**

Income tax, specific business tax, and stamp duty in transferring ownership of the condominium unit shall be in the responsibility of the seller. Registration fees for rights and juristic act in the condominium unit shall be half between the buyer and the seller.

#### **7. Penalties, Default Interest, and Termination Agreement**

7.1 If the buyer defaults on the payment as specified in 4, the buyer agrees to allow the seller to charge default interest at a rate of.....percent per year (not more than fifteen percent per year) of the total outstanding amount, and must not exceed ten percent of the condominium unit price which specified in the purchase and sale agreement.

7.2 In case the buyer defaults on the agreed payment before transferring ownership, the seller has the right to terminate the agreement as follows:

7.2.1 Default on the payment as agreed in one installment.

7.2.2 Default on the payment as agreed in three consecutive installments, in cases the agreement to pay from twenty-four installments or more.

7.2.3 Default on the payment at a rate of twelve point five percent of the said amount in cases the agreement to pay less than twenty-four installments.

Before terminating the agreement, the seller must have a w Unofficial Translation the buyer to bring the remaining money to pay within thirty days from the date the buyer receives

7.3 If the seller does not transfer ownership of the condominium unit to the buyer within the time specified in 4, the seller agrees to allow the buyer to proceed as follows

7.3.1 The buyer has the right to terminate the agreement, and the seller agrees to refund all payments made by the buyer, along with interest at a rate of.....% per year (the same rate as the penalty interest that the seller imposes in case the buyer defaults on payment the debt according to 7.1., and does not deprive the buyer of the right to sue for claim other damages.

7.3.2 In the case that the buyer does not use the right to terminate the agreement according to 7.3.1, the seller agrees the buyer to fine daily interest at a rate of .....% (not less than zero point zero one percent of the total price of the condominium unit as specified in the purchase and sale agreement, but not more than ten percent in total). However, if the buyer has used all the rights for fine at a rate of ten percent of the condominium unit price and the buyer considers that the seller may not be able to continue to perform the agreement, the buyer has the right to terminate the agreement.

7.3.3 In the case that the seller is unable to proceed with the condominium project due to force majeure, the seller agrees to refund all money that the buyer has already paid, including interest at a rate of.....% per year (based on the highest fixed deposit interest rate of Krung Thai Bank Public Company Limited from the date of receipt money from the buyer). However, this shall not deny the buyer's right to claim other damages. If the seller has spent that amount, the seller has the right to deduct the spent amount from the interest that must be paid back.

## **8. Liability for Defects**

8.1 The seller shall be liable for any damages arising from defects in the condominium or condominium unit in the following cases:

8.1.1 In the case of structural elements and equipment are included to the building of real estate property, in a period of not less than five years from the date of condominium registration.

Unofficial Translation

8.1.2 In cases of the other component part is without the case in 8.1.1.

-7-

8.2 The seller must fix any defects in the condominium that occur within thirty days from the date the buyer or condominium juristic person, as the case maybe, shall be informed in writing of such defects, except in case of the such defects needs to be resolved

urgently. The seller must take action as soon as notified. If the seller does not fix defects as mentioned above, the buyer or condominium juristic person, as the case may be, has the right to rectify them themselves or hire an external party to do so. The seller agrees to compensate for damages and expenses incurred in rectifying the aforementioned defects.

## **9. Notice**

Any notice under this agreement must be in writing and delivered to the other party at the above address or any other address notified in writing to the other party. In the case of the seller is the notifying person, the notice must be sent by registered mail with acknowledgment of receipt, and it shall be considered that the party receiving the notification, has been informed since the date of receiving such letter.

When any party moves the address, must notify the other party in writing.

## **10. Documents attached Agreement**

The parties agree that the documents are attached to the agreement, which have been signed on every page as follows; it is also part of this agreement:

10.1 The copy of the Business Registration Certificate (in case the seller is a juristic person) and a copy of the Power of Attorney to act on behalf of the seller, number of copies.....pages.

10.2 Title deed copy.

10.3 Copy of the license of building construction, building modification, or building demolition (Form Aor.1) or a copy of the building construction certificate, building modification, or building relocation (Form Aor.6) under the building control laws.

10.4 Condominium floor plan and evidence of condominium registration.

10.5 Details regarding the condominium unit, private property, common property, amenities, advertising materials both text and images.

Unofficial Translation

In case of any inconsistency or discrepancy between the content of the

This agreement is made in two copies with the same content. The parties have read and understood the message of this agreement thoroughly, and therefore have signed and affixed their seal (if any) as important before witnesses and keep it one copy each.

Sign ..... Seller

( )

Sign ..... Buyer

( )

Sign ..... Witness

( )

Sign ..... Witness

( )

Unofficial Translation