

THE LAW SOCIETY CONDITIONS OF SALE 1999
(33 conditions of sales)

1. Biddings

- 1.1 On a sale by auction, the following Conditions apply:
- (a) the property must be sold to the highest bidder;
 - (b) if there is a dispute about any bid during the auction, the property must be put up again at the last undisputed bid;
 - (c) The sale is subject to a reserve price;
 - (d) the Vendor or his Agent may bid; and
 - (e) the increase in each bid will be regulated by the Auctioneer.
- 1.2 When the property is offered for sale in lots, the Auctioneer may –
- (a) alter the order in which the lots are auctioned; or
 - (b) put up any lot or lots separately or together in any combination.
- 1.3 The Auctioneer may withdraw the property or any lot or lots without declaring the reserve price.
- 1.4 No bid may be withdrawn.

2. Deposit

Immediately after the sale, the Purchaser must pay to the Auctioneer as stakeholder, a deposit of 10% of the purchase price.

(Remarks: a) The amount is to guarantee that the contract shall be performed. b) No Deposit no contract. c) Be careful about GIRO deduction. Dishonoured cheque means Seller can claim forfeiture on the basis of the cheque. If Lawyer acting as stakeholder, Lawyer is entitled to earn interest on the deposit and if contract becomes unenforceable, Buyer can recover the money from stakeholder as forfeiture.)

3 Documents of Title

- 3.1 The Purchaser is entitled to inspect the documents of title.
- 3.2.1 (a) The documents of title, or
(b) The certified copies of the documents of title in the case of a sale of one or more units out of a multiple subdivided estate, that should be in the possession of the Vendor or his mortgagee, must be deposited at the office of the Vendor's solicitor or the mortgagee's solicitor for 14 days from the date of the contract for inspection by the Purchaser.
- 3.2.2 Where the Purchaser is represented by a solicitor and the Purchaser's solicitor requests the loan of the documents of title, the Vendor must comply with the request unless there are justifiable grounds for refusing.
- 3.2.3 The loan is subject to an undertaking from the Purchaser's solicitor to return the documents of title at any time on demand, without any lien or claim.
- 3.3 The Vendor will bear the expense of producing documents of title that are in the possession of his mortgagee (The Buyer to bear the expenses if in possession of seller)

4 Requisitions

- 4.1 Any objection or requisition in respect of the title, contract, sale plan and these Conditions, which the Purchaser wishes to raise must be made by way of a written statement served on the Vendor within the following time limits:
- (a) 14 days after the Vendor has notified the Purchaser that the documents of title may be inspected; or
 - (b) 14 days after the Vendor has delivered the documents of title (or certified copies) to the Purchaser; or
 - (c) within such extended time as the Vendor may allow in writing.
- 4.2 Every objection or requisition not so raised is considered as waived.

4.3 Time is of the essence of the contract for the purpose of this Condition. (Remarks: If within 14 days, no objection raised, Buyer is deemed to have waived objection)

5 Vendor's Power of Recission

5.1 Where the Vendor is:

- (a) unable, or
- (b) unwilling, because of difficulty, delay or expense or for other reasonable cause, to remove or to comply with any objection or requisition of the Purchaser as to title, contract, sale plan and these Conditions, the Vendor has the right to annul the sale, notwithstanding any previous negotiation or litigation.

5.2 The Vendor must give the Purchaser not less than 10 days' written notice to annul the sale.

5.3 The sale is to be treated as annulled after the Vendor's notice has expired, unless the objection or requisition is withdrawn before the expiry of that notice.

5.4 When the sale is annulled, the Purchaser is entitled to the return of the deposit but without interest, costs or compensation.

(Remarks: If Buyer insist on objection and Seller has made reasonable effort to do it is still unable though he is willing to do, Seller has right to annul the sale after 10 days notice, unless objection is withdrawn before expiry of the 10 days)

6 Outgoings, Rents and Profits until Completion

6.1 The Vendor must discharge the outgoings down to and including the date fixed for completion.

6.2 Subject to Condition 6.3, after the date fixed for completion the Purchaser –

- (a) must discharge all outgoings; and
- (b) will be entitled to all the rents and profits of possession.

6.3 The Purchaser is not to be let into actual possession or receipt of rents and profits until the actual completion of the purchase.

6.4 Where necessary, the outgoings, rents and profits are to be apportioned between the parties.

7. Tax

7.1 Property Tax

7.1.1 The Vendor must pay for all property tax, including surcharge, down to and including the day fixed for completion, whether the tax is levied or increased before, on after completion.

7.1.2 The Vendor must indemnify the Purchaser for any sum paid by the Purchaser which is the Vendor's liability under Condition 7.1

7.1.3 These provisions are not to merge in the Conveyance of the property.

7.2 Income Tax

7.2.1 A Vendor:

- (a) who is not resident in Singapore; and
 - (b) whose gain or profit arising from the sale of the property is liable to be taxed under Section 10(1)(a) of 10F of the Income Tax Act (Cap.134. Revised Edition 1996).
- must allow the Purchaser or the Purchaser's solicitor to deduct from the purchase price the tax charged and pay such tax to the Comptroller of Income Tax.

- 7.2.2 If –
 (a) the Vendor does not notify the Purchaser or the Purchaser's solicitor of the Vendor's tax liability under Condition 7.2.1; and
 (b) the Comptroller of Income Tax makes a claim on the Purchaser or the Purchaser's solicitor,
 the Vendor must indemnify the Purchaser or the Purchaser's solicitor against all loss and damage suffered by either of them.
- 7.2.3 These provisions are not to merge in the Conveyance of the property.
- 7.3 Goods & Services Tax
- 7.3.1 The Purchaser (whether of freehold or leasehold property) shall pay all Goods and Services Tax, if any, which may be payable in respect of the sale price of the property under the Goods and Services Tax Act (Cap.117A) on completion or earlier as required by the Comptroller.
- 7.3.2 These provisions are not to merge in the Conveyance of the property.

Adopting the Law Society's Conditions will prevent buyer from unwittingly being led to accept Seller's own option that requires acceptance of implied responsibility to pay for Tax meant for Seller but yet to be revised or paid.

8 Late Completion Interest.

- 8.1 Interest Payable by Purchaser
 If –
 (a) the sale is not completed on or before the date fixed for completion; and
 (b) the delay in completion is due solely to the default of the Purchaser,
 he must pay interest (as liquidated damages) commencing on the day following the date fixed for completion, up to and including the day of actual completion of the sale. Interest will be calculated on the purchase price (less the deposit and any sum paid to account) at 10% per annum.
- 8.2 Interest Payable by Vendor
- 8.2.1 If -
 (a) the sale is not completed on or before the date fixed for completion; and
 (b) the delay in completion is due solely to the default of the Vendor,
 he must pay interest (as liquidated damages) commencing on the day following the date fixed for completion up to and including the day of actual completion of the sale. Interest will be calculated on the purchase price at 10% per annum.
- 8.2.2 If the Vendor has delivered vacant possession of the property before the date of actual completion, then the interest payable to the purchaser will be reduced by a sum equivalent to a rent calculated on the annual value of the property fixed under the Property Tax Act (Cap.254).
- 8.2.3 No Interest Payable.
 No interest (as liquidated damages) will be payable if the delay in completion is due to some cause other than the default of the Vendor or the Purchaser or to the default of both the Vendor and the Purchaser.

In the Case 2009SGDC24, Buyer should tender the disputed sum to their own lawyers to be held as stakeholders and paid the balance to the Plaintiffs in order to complete the sale of the Properties. Alternatively they could have paid under protest and likewise have the disputed sums held by their lawyers as stakeholders. Do not be the cause of delay in completion.

9 State of Property as to Repair, etc.

The Purchaser is treated as having notice of the actual state and condition of the property as regards access, repair, light, air, drainage and in all other respects.

10 Production of Documents

- 10.1 This Condition applies where the property is sold subject to any lease or tenancy or to any restrictive covenants, easement, or other right specified in the Particulars and Conditions of Auction Sale.
- 10.2 7 days before the auction, the Vendor must make available for inspection at the office of his solicitor -
- (a) the counterpart or copy of every such lease or tenancy agreement; and
 - (b) a copy of any deed containing the restrictive covenants or any easement or other right.
- 10.3 The Purchaser is treated as having full notice of the contents of those documents whether he has inspected them or not.
- 10.4 Where there is no lease or written tenancy agreement affecting the rights of the tenants, the Purchaser must accept such evidence of the lease or tenancy as the Vendor is able to finish.

11. Misdescription

- 11.1 The Vendor believes (and the Purchasers accepts) that the property is correctly described as to quantity and otherwise.
- 11.2 The property is sold subject to –
- (a) all chief, quit, and others rents and outgoings; and
 - (b) all incidents of tenure, rights of way, and other rights and easements affecting the property.
- 11.3 If any error, misstatement, or omission which is not serious or vital in nature or does not considerably affect the value of the property, is discovered in the contract, neither party will be entitled to annul the sale or claim any compensation.

12 Demands of Government Departments or Local or Statutory Authorities

- 12.1 Subject to Condition 12.3, if the Vendor spends any money in complying with any requirement made between the date of contract and completion by –
- (a) any Government depart or other local or statutory authority; or
 - (b) any landlord or superior landlord of any leasehold property.
- The purchaser must on completion reimburse the Vendor for such expenditure.
- 12.2 Subject to Condition 12.3, if the Vendor has not complied with such requirement before completion, the Purchaser must indemnify the Vendor for the cost of such compliance after completion.
- 12.3 The Vendor must first allow the Purchaser a reasonable opportunity of complying with the requirement before incurring any expenses for that purpose.

13 Identity

- 13.1 The Purchaser agrees to accept the identity of the property sold as corresponding to the property described in the documents of title produced by the Vendor.
- 13.2 The Purchaser is restricted to such evidence as may appear from a comparison of the descriptions in the contract and documents of title whether such descriptions correspond or not.
- 13.3 The Vendor is not required to explain or reconcile any difference in the descriptions and the Purchaser may not make any requisition or objection relating to such difference.

14 Costs of Resurvey

The Vendor is to bear the costs of any resurvey required by any written law.

15. Improvement Schemes

- 15.1 The property is sold subject to any Government road, back lane or other improvement scheme of any kind affecting it.
- 15.2 The Purchaser is treated as being fully aware of the nature and effect of the matters in Condition 15.1 and may not raise any objection or requisition concerning such matters.

16 Deeds executed by Attorney

- 16.1 In the absence of evidence to the contrary, the Purchaser must assume that every prior document of title which states that it has been executed by any party by his attorney was properly executed under a subsisting Power of Attorney.
- 16.2 This assumption only applies if the relevant Power of Attorney has been deposited in the Supreme Court of the Republic of Singapore.
- 16.3 If the Power of Attorney has been so deposited, the Purchaser may not ask for the production of the original or copy of such Power of Attorney.

17. Where Title includes a Voluntary Conveyance

- 17.1 Any Voluntary Conveyance or Settlement forming part of the Vendor's title and bearing a date 5 years or more before the date of contract, will be treated as valid and unimpeachable.
- 17.2 If any such Voluntary Conveyance or Settlement forming part of the Vendor's title and bearing a date 5 years or more before the date of contract, will be treated as valid and unimpeachable.
- 17.3 The Purchaser may not make any objection based on any liability or contingent liability described in Condition 17.2.
- 17.4.1 Where on the death of any owner or joint-owner, the property or any interest in it has ceased or passed to or for the benefit of any other person, the Vendor must provide satisfactory evidence of the death of such owner or joint-owner.
- 17.4.2 Where such cesser or passing of interest has occurred less than 12 years before the date of the contract, the Vendor must also provide satisfactory evidence of the release of the property from the charge created by Section 29 of the Estate Duty Act (Cap.96).

18. Deed or Document executed by Corporation, Company or Society

- 18.1 If any document of title states that it has been executed by or on behalf of any Corporation, Company or Society, the Purchaser may not ask for any information or evidence as to:
- (a) the constitution or regulations of the Corporation, Company or Society; or
 - (b) the appointment or authority of any person purporting to have acted as a Trustee, Director, Manager, Treasurer, Secretary, or other officer of the Corporation, Company or Society.
- 18.2 In the absence of evidence to the contrary, the Purchaser must assume that the execution by the Corporation, Company or Society of such document was in all respects valid and proper.

(ST Case 18/4/1997) Court of Appeal ruled otherwise. Justice Kathigesu ruled that the lawyer ought to have checked and verified authenticity with the Co.Lawyer made to pay 75% of the blame.

19. Outstanding Legal Estate

- 19.1 If the Purchaser requires the Vendor to get in any bare legal estate which has been outstanding for more than 12 years before the date of contract, such tracing and getting in, if possible, will be at the Purchaser's expense.
- 19.2 The inability of the Vendor to get in such estate is not to be a ground for delay in the completion of the sale.

20. Unregistered and Unstamped Documents

- 20.1 The Purchaser may not object to title on the ground that any deed, Order of Court, Probate, Letters of Administration or other document dated more than 12 years before the date of contract –
- (a) has not been registered under any Act or Ordinance under which it should or might have been registered; or
 - (b) is unstamped or insufficiently stamped.
- 20.2 If required by the Purchaser, the Vendor must register or stamp (as the case may be) any such unregistered or unstamped document at the Purchaser's expense.
- 20.3 If registration or stamping of the document cannot be effected, the Purchaser may not object to the title on that ground.

21. Inspection of Statutory Grants or Leases

- 21.1 Inspection
- 21.1.1 If the property is held under a Statutory Land Grant or Lease –
- (a) the Vendor must make available for inspection the Statutory Land Grant or Lease (or a copy); and
 - (b) the Purchaser may inspect the relevant document at the office of the Vendor's solicitor during the 7 days before the auction.
- 21.1.2 The Purchaser is treated as having full notice of the contents of the Statutory Land Grant or Lease, whether he inspects it or not.
- 21.2 Receipt for Rent
- 21.2.1 The receipt for the last payment of rent due before completion shall be conclusive evidence -
- (a) that all provisions contained or implied in the Statutory Land Grant, Lease, and Superior Lease of the property have been performed and observed; or
 - (b) that any breach has been effectually waived down to the time of actual completion.
- 21.2.2 The Purchaser may not require proof that the person giving such receipt had the authority to do so.

22 Apportionment of Rent between Lots

- 22.1 Where more than one lot or parts of more than one lot are subject to the same lease or tenancy, the rent mentioned in the contract will be apportioned as the rent incident to the revision.
- 22.2 The respective Purchasers may not require the consent of any tenant to the apportionment or require the rent to be legally apportioned.

23 Fire and other Insurance

- 23.1 The Purchaser is entitled to the benefit of any subsisting insurance if-
- (a) he obtains the consent of the relevant insurers; and
 - (b) he pays a due proportion of the premium from the date of the contract.
- 23.2 The Vendor is under no obligation to the Purchaser to keep the insurance policy in force.
- 23.3 Section 3(13) of The Conveyancing and Law of Property Act (Cap.61) will not apply to the sale. Sect 3(13) implied that Buyer is entitled to benefit Fire Insurance which may be in favour of Seller

24 Conveyance

- 24.1 On payment of the balance of the purchase moneys, the Vendor and all other necessary parties will execute a Conveyance of the property to the Purchaser.

- 24.2 The Purchaser must prepare at his own expense the Conveyance and every other instrument which the Purchaser may require for getting in, surrendering or releasing any outstanding estate, right, title or interest.
- 24.3 The Vendor must bear the expense of –
- (a) reviewing the relevant documents on behalf of the Vendor and all necessary conveying or concurring parties to the Conveyance; and
 - (b) execution of such documents by the Vendor and all such parties.

25 Covenants for Title by Fiduciary

Any incumbrancer or person occupying a fiduciary position conveying or concurring in the Conveyance of the property to the Purchaser, need give only such covenants for title (with such qualifications) as are usual in such cases.

26 Plan on Conveyance

If the Purchaser wishes to place a plan on the Conveyance, the Vendor is entitled to insert appropriate words in the Conveyance indicating that it is to be used only in assisting and explaining the written description of the property and not as governing that description.

27 Indemnity to Vendor against Continuing Liability

If after completion the Vendor remains bound by any obligation or liability, he is entitled –

- (a) to ask the Purchaser to execute a sufficient covenant of indemnity in the Conveyance or an indemnity by way of a separate deed in the case of registered land; and
- (b) to either an acknowledgment of his right to the production of the Conveyance or a duplicate of it if he bears the expense of engrossment and stamping.

This serves as a protection for the Seller against unforeseen continuity of liability which he need not have to bear and his right to ask for evidence of the conveyance or a duplicate if he pays for engrossment and stamping.

28 Custody of Documents of Title

- 28.1 If the documents of title in the Vendor's possession relate both to any part of the property sold as well as to other property in which the Vendor has an interest, the Vendor has the right to retain those documents.
- 28.2 If the documents of title which should be in the Vendor's possession relate exclusively to any one lot, the Vendor must deliver the documents to the Purchaser of the lot on completion.
- 28.3 If the documents of title which should be in the Vendor's possession relate exclusively to any two or more lots sold to different purchasers, on the completion of the purchase of all the lots the Vendor must deliver the documents to the Purchaser paying the highest purchase price in respect to those lots.
- 28.4 Any Vendor who retains documents of title pursuant to this Condition must give every Purchaser of property to which these documents relate and who requests them:
- (a) an acknowledgment of the Purchaser's right to their production and to delivery of copies; and
 - (b) an undertaking for safe custody of the documents unless the Vendor occupies a fiduciary position.
- 28.5 Any Purchaser receiving the documents of title pursuant to Condition 28.3 must, if requested, give to every Purchaser of property to which such documents relate, a similar acknowledgment and undertaking as provided in condition 28.4
- 28.6 Every acknowledgment or undertaking given under this Condition will be prepared by and at the expense of the person to whom it is given, but will be reviewed and executed by the person giving it at his expense.

29 Notice to Complete

- 29.1 This Condition applies in every case except where the Special Conditions provide that time is to be of the essence of the contract concerning the date fixed for completion.
- 29.2 A notice to complete means a notice in writing requiring completion of the contract in accordance with this Condition.
- 29.3 If the sale is not completed on the date fixed for completion, either party may give to the other party a notice to complete.
- 29.4 The notice to complete may be given on the date fixed for completion or at any time after that date, unless the contract has already been rescinded or become void.
- 29.5 Such notice is only effective if the party giving it at the time the notice is sent is either –
- (a) ready, able and willing to complete; or
 - (b) is not so ready, able and willing by reason of the default or omission of the other party to the contract.
- 29.6 Upon service of an effective notice, parties must complete the transaction within 21 days after the day of service of the notice (excluding the day of service) and time will be of the essence of the contract.
- 29.7 Notwithstanding Condition 29.6, both parties still retain any intermediate right of rescission.
- 29.8 If the Purchaser does not comply with the terms of an effective notice served by the Vendor under this Condition, then the following terms apply:
- (a) on the expiry of the notice to complete or within such further period as the Vendor may allow, the Purchaser must immediately return all title deeds and documents in his possession that belong to the Vendor;
 - (b) the Purchaser must at his own expense procure the cancellation of any entry relating to the contract in any register; and
 - (c) without prejudice to any other rights or remedies available to him at law or in equity, the Vendor may –
 - (i) forfeit and keep any deposit paid by the Purchaser, and
 - (ii) resell the property whether by auction or private agreement without previously tendering a Conveyance to the Purchaser.
- 29.9 The following terms apply to the Vendor's right to resell the property:
- (a) if on any re-sale contracted within one year after the date fixed for completion the Vendor incurs a loss, the Purchaser must pay to the Vendor as liquidated damages the amount of such loss;
 - (b) the liquidated damages payable by the Purchaser will include all costs and expenses reasonably incurred in any such re-sale or any attempted re-sale but the Vendor must give credit for any deposit and any money paid on account of the purchase price; and
 - (c) the Vendor will be entitled to retain any surplus money from the re-sale.
- 29.10 if the Vendor does not comply with the terms of an effective notice served by the Purchaser under this Condition, then the Purchaser may elect either –
- (a) to enforce against the Vendor such rights and remedies as may be available to the Purchaser as law or in equity without any other notice under the contract; or
 - (b) to give a written notice to the Vendor to repay immediately to the Purchaser any deposit and any money paid on account of the purchase price. This is without prejudice to the Purchaser's rights to damages.
- 29.11 Upon the Vendor complying with the notice in Condition 29.10(b), the Purchaser –
- (a) will no longer be entitled to any right to specific performance of the contract;

- (b) must return immediately all title deeds and documents in his possession that belong to the Vendor; and
- (c) must procure the cancellation of any entry relating to the contract in any register at the Vendor's expense.

29.12 At the request or with the consent of the other party, the party serving a notice under this Condition may extend the term of the notice for one or more specifically stated periods of time in which case the term of the notice is to be treated as expiring on the last day of such extended period.

29.13 The notice will operate as though this Condition stipulated such extended period of notice in place of 21 days and time will be of the essence of the contract.

30 Sale in Lots

On a sale in lots, these Conditions apply to each lot where applicable.

31 Interpretation

In these Conditions –

31.1 “conveyance” includes transfers, assignments and leases and “person” includes a body of persons or corporation.

31.2 Words importing the singular include the plural and vice versa.

31.3 Words importing one gender include the other gender.

31.4 All other necessary or reasonable adaptations to the Special Conditions or contract are to be considered as made.

31.5 Any reference to an Act of Parliament is to be construed as a reference to that Act as originally enacted and amended from time to time and where an Act has been repealed and re-enacted with or without modifications the reference is to be construed as a reference to the re-enacted Act.

32 Headings

The headings are only intended to assist reference and do not have any effect on construction.

33 Special Conditions

If there is any conflict or repugnancy between these Conditions and any Special Conditions imposed on any sale, the Special Conditions prevail. These Conditions are then treated as being modified so far as is necessary to give full effect to the Special conditions.