

# REAL ESTATE PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER.

IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE

“**Effective Date**”; This Real Estate Purchase Agreement (“Agreement”) is made on .....20.....between the “Parties” described in Section 1 and 2 of this Agreement.

Under Vanuatu law this is a lease transfer wherein the Seller is transferring a title over which the Seller is the lessee to the Buyer so the Buyer may become the lessee of that property. This transfer requires a Consent that is signed by the declared Custom Owner or Lessor of the property.

1. **Buyer**..... (“Buyer”) with a mailing address of ..... in the Country of ..... who agrees to buy the property as described in Section 3 of this Agreement.

2. **Seller**..... (“Seller”) with a mailing address of ..... in the Country of ..... who agrees to sell the property as described in Section 3 of this Agreement.

3. **The Property.** The real property is located at the street address of ..... in the Country of ..... and is best described as the following:

(check one)

- Apartment

- House

- Land
- Commercial Property
- Other:

.....

**a.) Personal Property.** In addition to the real property described in this Section, the Seller shall include the following personal property:.....

.....  
 .....  
 .....

**b.) Fixtures.** In addition to the real property described in this Section, the Seller DOES NOT include the following fixtures:

.....  
 .....

The real property, personal property, and fixtures shall be known as the "Property".

4. **Purchase Price.** Buyer agrees to purchase the Property in the following Currency..... for the following Amount..... described in words as .....

via: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property.

□ - **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

a.) The Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;

b.) On or before..... 20....., the Buyer will provide the Seller with written confirmation that the funds have been approved.

c.) If the Buyer does not provide the Seller with a written confirmation by the date specified in Section 4(b), the Seller has the right to cancel this Agreement, resulting in the return of the Purchase Deposit to the Buyer within five (5) calendar days.

5. **Purchase Deposit.** The Buyer has until ....., 20..... at 5pm (Vanuatu time) to tender to the Seller, the Escrow Agent, Solicitor (or other party designated by the Seller) in the following Currency..... the following Amount.....described in word as.....  
.....  
as a Purchase Deposit (which shall apply towards the purchase price) to bind this Agreement. If the Purchase Deposit is not paid by the specified due date the Seller may cancel this Agreement immediately. If the Purchase Deposit is rejected by the financial institution upon which it is drawn, the Seller may cancel this Agreement immediately. If the Buyer defaults under the terms of this Agreement, the Purchase Deposit shall be surrendered to the Seller as liquidated damages. If the Buyer exercises any legal right to cancel this Agreement the Purchase Deposit shall be returned within five (5) days.

6. **Settlement Date:** Time being of the essence, settlement shall be on or before ....., 20..... at 5pm (Vanuatu time).

Both parties acknowledge that under Vanuatu law, any transfer of a Vanuatu property title requires the Lessor's "Consent to Transfer" to be processed by the Vanuatu Government. If the Seller has lodged all the required signed documents, including the signed consent of the Custom Owner, to the Vanuatu Government and the transfer is yet to be certified by a Vanuatu Lands Officer, both parties agree this is a delay that is beyond the control of the Seller and this is not a breach of the terms of this Agreement. In this instance, the Buyer automatically agrees to a 60 day extension to the Settlement Date. If the 60 day extension expires and the transfer has still not been certified by a Vanuatu Lands Officer, the Agreement may be terminated at the Buyer's option, with the Buyer's Purchase Deposit being returned within five (5) business days. Alternatively any further extension of the Settlement Date must be agreed upon, in writing, by Buyer and Seller.

7. **Settlement Funds.** Buyer and Seller agree that before the settlement can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the country of ....., or any above combination that permits the Seller to convert the deposit to cash on the Settlement Date.

8. **Settlement Costs.** The cost of Stamp Duty and of Title Transfer Registration, payable to the Vanuatu Government, are the responsibility of the Buyer. All costs associated with lodging the Consent to Transfer including the fees payable to the Vanuatu Government for the Consent, are the responsibility of the Seller and must be paid in full prior to the

Settlement Date. Fees payable to local government authorities and to the Custom Lessor for the year in which the sale is closed are the responsibility of the Seller and must be paid in full prior to the Settlement Date. Any rent or utility bills to the property for the year in which the sale is closed shall be apportioned between the parties as at the Settlement Date.

7. **Property Condition:** (check one)

- The Buyer accepts the property “AS IS, WHERE IS and WITH ALL FAULTS.”

- The Buyer has the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until ....., 20..... at 5pm (Vanuatu time). After all inspections are completed, the Buyer shall present any new property disclosures to the Seller in writing by ....., 20..... at 5pm (Vanuatu time). The Buyer and Seller shall have 7 business days from this date to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Purchase Deposit being returned to the Buyer. If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, the Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

a.) The Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing.

b.) In the event the Property is destroyed or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option, with the Buyer's Purchase Deposit being returned within five (5) business days.

8. **Assignment.** The Buyer may not assign or transfer their rights or obligations under this Agreement or any interest herein
  
9. **Entire Agreement.** This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.
  
10. **Severability.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
  
11. **Acceptance.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorisation below, he/she/they accepts the above offer and agrees to sell

the Property on the above terms and conditions. Seller has read and acknowledges receipt of a copy of this Agreement with their signature.

12. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the Republic of Vanuatu.

**Seller's Name**

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**Seller's Signature**

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**Date:** \_\_\_\_\_

**Buyer's Name**

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**Buyer's Signature**

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**Date:** \_\_\_\_\_

**Buyer's Initials** \_\_\_\_\_

**Seller's Initials** \_\_\_\_\_