

LAND TOGETHER WITH PREMISES SALE AND PURCHASE AGREEMENT

This Agreement is made and entered into at....., on....., by and between:

A. Mr./Mrs./Miss.....years of age /..... Limited Partnership, by its authorized signatory /..... Company Limited, by its authorized signatory, with its residing at, its principal office is located at No, Moo....., Trok/Soi..... Road, Khwaeng/Tambol....., Khet/Amphoe..... Province, holder of passport no., issued at, hereinafter referred to as the "Seller"; and

B. Mr./Mrs./Miss.....years of age /..... Limited Partnership, by its authorized signatory /..... Company Limited, by its authorized signatory, with its residing at, its principal office is located at No, Moo....., Trok/Soi..... Road, Khwaeng/Tambol....., Khet/Amphoe..... Province, holder of passport no., issued at, hereinafter referred to as the "Buyer".

The parties hereto agree as follows:

Clause 1. Objective of Agreement

The Seller agrees to sell and the Buyer agrees to buy land, title deed no., land no., survey page no., Tambol....., Amphoe..... Province, including any component part, any annual, any crop, any fruit, or any accessory in the land, covering the total area ofRai,Ngan, sq. Wah, including premises in the said land, which premises is, the details of which appear in the documents attached and incorporated by reference into this Agreement, hereinafter referred to as the "Premises".

Clause 2. Price and Payment

The parties agree that the price of the Premises amounts in total to Baht..... The Buyer agrees to make the payment on.....

The Premises pursuant to this Agreement is measured by the Seller at the Seller's expense. In the event the parties find that the amount of the total area as specified in Clause 1 increases or decreases, the Buyer agrees to pay the proportionate price at the rate of.....Baht per sq. Wah.

Clause 3. Assignment of Title to Land

3.1 The Seller agrees to assign the title to the Premises to the Buyer or any person specified by the Buyer at..... Provincial Office of Lands, Branch, no later than..... and the Seller will notify

the assignment date to the Buyer no later thandays in advance before the said assignment date.

The Buyer will be solely responsible for paying government fees, stamp duty, corporate income tax, specific business tax (if any), and other expenses incurred from the assignment as mentioned above.

3.2 In the event the Buyer fails to take the assignment of the Premises within the period as specified in Clause 3.1 whatsoever, the Seller have the right to terminate this Agreement immediately and the Buyer will have to remove its property, tenant, follower of such person, and/or other persons from the Premises and return the Premises in good condition to the Seller no later than.....days from the date of receipt of Seller's notification.

In the event the Buyer fails to perform or cannot perform its responsibility completely within the period as specified above, the Seller has the right to claim a liquidated damages at the rate ofBaht per day from the date of such expiration until the Buyer will do so completely. Nevertheless, the Seller has the right to reoccupy the Premises.

In the event the Seller encounters some obstructions which may suffer such occupation of the Seller, the Seller has the right to destroy such obstructions from the Premises.

The Buyer will be responsible for any expense incurred from the performance of the Seller as mentioned in paragraph 2. If such expense is paid by the Seller, the Buyer will reimburse to the Seller in full.

Clause 4. Delivery of Premises

The Seller will deliver the Premises to the Buyer so that the Buyer will occupy and make use of it no later than.....days from the date of the assignment of the title to the Premises as mentioned in Clause 3.

Clause 5. Seller's Covenant

The Seller covenants that

5.1 he/she is the owner of the Premises lawfully;

5.2 the Premises is not subject to or encumbered with any mortgage, servitude, superficies, usufruct, habitation, possessory right, charge on immovable property, and/or eviction whatsoever; and

5.3 he/she will assign the ownership and the right of usage of the water metre, the electricity metre, and the telephone, which used or installed in the Premises to the Buyer within.....days from the date of the assignment in Clause 3 at the Buyer expense.

Clause 6. Buyer's Covenant

The Buyer covenants that he/she will be solely responsible for any tax, the water expense, the electricity expense, and/or other expense incurred from the usage of such utilities to those related authority from the date of acceptance of the Premises in Clause 4.

Clause 7. Default and Breach of Agreement

In the event the Seller defaults or breaches any provision of this Agreement, the Buyer has the right to terminate this Agreement and claim back the payments which the Seller has received from the Buyer.

In the event the Buyer defaults or breaches this Agreement, the Seller has the right to confiscate all the payments under Clause 2, terminate this Agreement, and claim damages.

Clause 8. Arbitration

Any dispute, controversy or disagreement arising from, related to or in connection with this Agreement or a breach thereof, which is not settled amicably by the parties, will be referred to and resolved by Arbitration held in Bangkok in the English language and in accordance with the Arbitration Rules of the Alternative Dispute Resolution Office as prescribed by the Office of Judiciary. The number of arbitrators will be one, and all expenses related to the arbitration, except the attorneys' fees, will be paid by the Buyer.

Clause 9. Governing Law

This Agreement will be governed by and interpreted in accordance with the Laws of the Kingdom of Thailand.

Clause 10. Miscellany

10.1 In the event either party has the right to charge the other party interest on account of a breach of this Agreement, the interest rate of % (.....percent) a year will be applicable from the date of breach.

10.2 Any extension of the time granted by either party or any failure to exercise any of the rights of either party under this Agreement will not constitute a waiver of any other rights each party may have against the other party.

10.3 Notice, demand or any document sent to the other party at its domicile appearing in this Agreement will be deemed duly served and acknowledged by such party on the date such notice, demand or document should normally be delivered.

10.4.....

10.5

This Agreement is made in duplicate of the same terms in every respect. The parties, having acknowledged and understood thoroughly the terms herein contained and seen that they are consistent with their intentions, subscribed their names and seals in the presence of witnesses and retained one copy each.

Signature, Name, Seller

Signature, Name, Buyer

Signature, Name, Witness

Signature, Name, Witness

**DOCUMENT ATTACHED TO LAND TOGETHER WITH PREMISES SALE AND PURCHASE
AGREEMENT DATED.....**

Copy of house registration

**DOCUMENT ATTACHED TO LAND TOGETHER WITH PREMISES SALE AND PURCHASE
AGREEMENT DATED.....**

Diagram with position of land

**DOCUMENT ATTACHED TO LAND TOGETHER WITH PREMISES SALE AND PURCHASE
AGREEMENT DATED.....**

Copy of title deed