

## Sale and Purchase Agreement of Real Estate Property

revenue stamp
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### (A) Description of Object for Sale and Purchase (according to records on registry) (Article 1)

<b>Land</b>				
Location	Lot Number	Land Category	Acreage	Proprietary Equity
			$m^2$	
			$m^2$	
			$m^2$	
			$m^2$	
			$m^2$	
		Total Land Area	$m^2$	
Remarks:				

<b>Building</b>				
Location			House Number on registry	No.
Type	Structure	/ / / -storied		
Floor Area	$m^2$ for floor/	$m^2$ for floor/	$m^2$ for floor	
	(Others)	Total Floor Area	$m^2$	
Location			House Number on registry	No.
Type	Structure	/ / / -storied		
Floor Area	$m^2$ for floor/	$m^2$ for floor/	$m^2$ for floor	
	(Others)	Total Floor Area	$m^2$	
Remarks				

### (B) Amount of Sales Price and Deposit, and Due Date for Payment

(B1) Gross Amount of Sales Price (Article 1)	¥
Price for Land	¥
Price for Building	¥
(included total amount of Consumption Tax and Local Consumption Tax for above amount)	¥
(B2) Deposit (Article 3)	¥
	to be paid at conclusion
(B3) Interim Payment (Article 5)	¥
	1st payment: by Heisei YY/MM/DD
	2nd payment: by Heisei YY/MM/DD
(B4) Final Payment for the rest (Article 5)	¥
	to be paid by Heisei YY/MM/DD

**(G~F) Other Stipulations of Agreement**

(C) Date of Ownership Transfer, Delivery, and Registration (Article 6) (Article 7) (Article 8) (Article 15)	Heisei YY/MM/DD
(D) Initial Date of Reckoning for tax and public due, or sharing burden in Heisei YY fiscal year (Article 12)	Heisei YY/MM/DD
(E) Due Date for cancellation by forfeiture of deposit (Article 14)	months after conclusion Heisei YY/MM/DD
(F) Amount of Penalty (amount equivalent to % of sales price) (Article 16)	¥

**(G)-1 In case of loan applied (Article 17)**

Company/Organizaiton to which loan applied	Date when loan will be approved.	Loan Amount
	By Heisei YY/MM/DD	¥
	By Heisei YY/MM/DD	¥
	By Heisei YY/MM/DD	¥
	By Heisei YY/MM/DD	¥
	By Heisei YY/MM/DD	¥
Total Amount		¥
Due Date for cancellation in case of failure of loan approval:		Heisei YY/MM/DD

**(G)-2 (Article 17)**

Due date of submitting essential document for loan application in case of self-financing by Purchaser	Heisei YY/MM/DD
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**(H) Defect Liability (Article 18)**

Applicability and Term for Defect Liability	<input type="checkbox"/> Applicable ( <u>Term</u> after delivery) <input type="checkbox"/> N/A
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# Sale and Purchase Agreement of Real Estate Property

- Common Provision -

## Article 1 Object for Sale and Purchase, and Trading Price

Seller shall sell out the premises of Description (A) (hereinafter referred to “Premises”) with the amount of money on Description (B1) to be paid by Purchaser; Purchaser shall acquire Premises by purchase.

## Article 2 Subject Area for Sale and Purchase

Seller or Purchaser shall accept the area of Description (A) as the subject area of Premises, and may not raise an objection in the case that there is any difference between Description and survey adjustment.

## Article 3 Deposit

3.1 Purchaser shall pay, as deposit money, the amount of money on Description (B2) to Seller at the same time as the conclusion of this Agreement.

3.2 This deposit shall be appropriated for a part of payment for trading price.

## Article 4 Indication of Boundaries

Seller shall indicate the boundaries explicitly with neighboring sites on the site at present to Purchaser by delivery of Premises.

## Article 5 Due Date of Payment and Payment Method

Purchaser shall make payment of trading price to Seller with cash or bank check by the due date of Description (B3), (B4).

## Article 6 Timing of Ownership Transfer

The ownership right of Premises shall be transferred from Seller to Purchaser when Purchaser has paid the whole amount of trading price and when Seller has received such amount of money.

## Article 7 Delivery

Seller shall deliver Premises to Purchaser at the same time as Seller’s reception of the whole amount of trading price.

## Article 8 Application for Ownership Transfer Registration

8.1 Seller shall execute the process of application for ownership transfer registration of Premises to alter the title into Purchaser at the same time as reception of the whole amount of trading price.

8.2 The cost for the process necessary for application for ownership transfer registration shall be covered by Purchaser.

## Article 9 Delivery of Incidental Facilities and Equipment

9.1 Seller shall deliver, to Purchaser, the items checked as prepared in “Initially Installed Equipment List & Confirmation Sheet of Current State (Table 1)” attached at the same time as the delivery of Premises.

9.2 Seller shall not bear the responsibilities of defect liability on the initial facilities and equipment specified at the previous paragraph.

#### **Article 10 Extinguishing of Obligations**

Seller shall extinguish any of rights or obligations to harm Purchaser's proper exertion of ownership right, such as security right like hypothec right, etc., or usufructuary right like leasehold right, and others by the timing of ownership transfer.

#### **Article 11 Expense for Revenue Stamp**

The cost for revenue stamps necessary for this Agreement shall be shared by both Seller and Purchaser by halves.

#### **Article 12 Burden for Tax and Public Due**

- 12.1 As for tax and public due imposed to Premises, the burden of them before the day of delivery shall be covered by Seller; the burden of them on and after the day of delivery shall be covered by Purchaser.
- 12.2 Initial Date of reckoning for separation of coverage for tax and public due to be paid shall be the day of Description (D).
- 12.3 Settlement of each burden shall be completed at the timing of final payment of rest outstanding.

#### **Article 13 Attribution of Interest and Burden for Expenses**

Attribution of interest and burden for expenses regarding Premises shall be applied correspondingly to 12.1 and 12.3 in the previous Article.

#### **Article 14 Cancellation by Forfeiture of Deposit**

- 14.1 Seller may cancel this Agreement by paying double amount of deposit to Purchaser; Purchaser may do the same by letting Seller forfeit such deposit.
- 14.2 Either of party may not cancel the Agreement if the events below come or are realized at earlier of them:
  - ① When the other party begins the process of exertion of this Agreement
  - ② When the due date of Description (E) has passed over

#### **Article 15 Loss and Damage before Delivery**

- 15.1 In case that Premises have been lost for reasons not attributed to either Seller or Purchaser, such as Act of God, and others, before delivery; Seller may cancel this Agreement.
- 15.2 In case that Premises have been damaged for reasons as the same as the previous paragraph, Seller shall deliver Premises to Purchaser after restoring such Premises. In this case, Purchaser may not make any objection against Seller of the delay of delivery, even if it takes certain time passing over the due date to restore Premises in Seller's good faith.
- 15.3 In case that it is seriously impossible, or takes extraordinary cost for Premises to be restored as prescribed at above paragraph, Seller may cancel this Agreement; Purchaser may also cancel this Agreement when Purchaser cannot achieve its purpose by such damage of Premises.
- 15.4 When this Agreement has been cancelled by Paragraph 15.1 or by 15.3, Seller shall immediately return the money lodged by Purchaser to Purchaser without any interest.

#### **Article 16 Rescission by Violation**

- 16.1 In case that either of Seller or Purchaser may not fulfill the obligations stipulated in this Agreement, the other party shall rescind this Agreement after fulfilling its own obligations and with appropriate term after providing notice.

- 16.2 Compensation regarding rescission by the previous paragraph shall be penalty of Description (F).
- 16.3 Payment of penalty shall be as follows without delay:
- ① In case that Purchaser's rescission for Seller's failure of Agreement, Seller shall refund the amount received already and shall pay penalty to Purchaser.
  - ② In case that Seller's rescission for Purchaser's failure of Agreement, Seller shall immediately refund to Purchaser the amount after subtracting penalty from the money lodged by Purchaser without interest. In this case, if the amount of penalty is more than lodged money, Purchaser shall pay the difference to Seller.
- 16.4 In case that Purchaser has accepted the ownership transfer registration for Premises or has been delivered Premises, at the same timing of payment prescribed at the previous paragraph, Purchaser shall cancel the registration for Premises, and shall return Premises to Seller.

#### **Article 17 In case of Loan Financing**

- 17.1 Purchaser shall prepare the necessary document and apply the loan of Description (G)-1 immediately after conclusion of Agreement.
- 17.2 In case of failure for approval of a part or the whole of applied loan prescribed at the previous paragraph by the due date of cancellation (G)-1 in the event of not approval for loan, or in case that it is passed over the due date of cancellation (G)-1 on the way of qualifying such loan application by financing company, this sale and purchase agreement shall be cancelled automatically.
- 17.3 In case of cancellation prescribed at the previous paragraph, Seller shall immediately refund the amount of money lodged by Purchaser without interest. Also, the real estate brokerage agent who mediates this transaction of Premises shall return the brokerage commission paid already by each party to each party without interest.
- 17.4 In case of Purchaser's self-financing loan, Purchaser shall submit document necessary for loan application of Description (G)-2 to financing company, etc. and shall provide duplicate copy of such document to Seller. In case that it is passed over the due date to submit without processing appropriately, or in case that it is passed over the due date for cancellation in the case of not approval of loan of Description (G)-1 with necessary notice provided by Seller, or in case that a part or the whole of loan application is not approved as a result that Purchaser submitted false certificate and etc. intentionally, the stipulation of the paragraph 17.2 shall not be applied to.

#### **Article 18 Defect Liability**

- 18.1 In case that Seller shall bear the defect liability for Description (H), when there is any hidden defect in Premises and when Purchaser cannot achieve the purpose to conclude this Agreement, Purchaser may demand Seller for cancellation of Agreement; or in the case other than the case that the purpose cannot be achieved, Purchaser may demand Seller for compensation for such loss.
- 18.2 In case that Agreement has been cancelled, when there is any damage on Purchaser, Purchaser may demand Seller for compensation for such loss.
- 18.3 As for Building, except incidental facilities and equipment, Purchaser may demand Seller for restoration for such loss or damage instead of, or as well as compensation prescribed at the previous paragraph.

18.4 Compensation or demand stipulated by this Agreement shall be effective only within the term of Description (H) after delivery of Premises.

**Article 19 Succession of Various Codes and Rules**

Seller shall transfer to Purchaser the rights owned by and the obligations which imposed Seller, based on codes and rules stipulated as necessary to maintain the environment and for administration; Purchaser shall take over such rights and obligations.

**Article 20 Matter of Consultation**

Any matter not stipulated in this Agreement and any question arising regarding any provision of this Agreement shall be faithfully, in accordance with the Civil Code, other related laws, and business practice in real estate transactions, discussed and settled between both parties of Seller and Purchaser.

**Article 21 Jurisdiction**

If any dispute arises regarding this Agreement, the District Court having jurisdiction over the subject location of Premises shall be appointed as a court having exclusive jurisdiction for such dispute.

**Article 22 Special Clause**

Special Clause shall be stipulated in the Special Clauses Sheet attached.

- End of Agreement Text -



IN WITNESS WHEREOF, both parties of Seller shown below and Purchaser shown below hereto have executed two original copies of THIS AGREEMENT, and either party shall keep one copy of the originals.

Date: Heisei YY/MM/DD

**Seller:**      Address: \_\_\_\_\_  
                  Name: \_\_\_\_\_ Seal \_\_\_\_\_  
                  Address: \_\_\_\_\_  
                  Name: \_\_\_\_\_ Seal \_\_\_\_\_

**Purchaser:** Address: \_\_\_\_\_  
                  Name: \_\_\_\_\_ Seal \_\_\_\_\_  
                  Address: \_\_\_\_\_  
                  Name: \_\_\_\_\_ Seal \_\_\_\_\_

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This Agreement serves as document stipulated by Real Estate Business Law, Article 37 simultaneously.

**<Mediator>**

License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Representative: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Seal  
Fax: \_\_\_\_\_

**<Mediator>**

License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Representative: \_\_\_\_\_ Seal  
Telephone: \_\_\_\_\_ Seal  
Fax: \_\_\_\_\_

**<Real-estate Transaction Specialist>**

License No.: \_\_\_\_\_  
Name: \_\_\_\_\_ Seal

**<Real-estate Transaction Specialist>**

License No.: \_\_\_\_\_  
Name: \_\_\_\_\_ Seal