

**RESIDENTIAL APARTMENT OFFICIAL  
AGREEMENT SALE CONTRACT**

On....., .....  
Corresponding to.....

Before me,.....a notary at .....  
the Notarization Office in the Kingdom of .....  
Bahrain.

And in the presence of the two witnesses: :

1. .... of ..... 1  
Nationality holding CPR No. ....
2. .... Of ..... 2  
Nationality holding CPR No. ....

Two witnesses having all the legal requirements and who testified as to the identity of those hereinafter present: :

- 1) Tala Property Development Company ..... 1  
W.L.L, registered with the Commercial .....  
Registry under No. 52089, located in .....  
Manama, of:....., represented .....  
by....., of .....  
nationality and holding CPR No. ....  
....., by virtue of ..... ( ..... )  
hereinafter referred to as the **(First Party, Seller)**.
- 2) Mr. ...., of ..... 2  
nationality, holding CPR/Passport / .....  
No....., hereinafter referred to as .....  
(**Second Party, Buyer**). ( ..... )

NOW, THE TWO CONTRACTING PARTIES AGREED ON THE FOLLOWING TERMS AND CONDITIONS: :



- d. places allocated for watchmen and other workers employed in the service of the building;
- e. all pipes and equipment except for those inside any of the apportioned parts and are strictly used by the owner of such part;
- f. places designated for common services; and
- g. In general, all that assigned for the common use of the owners of all Apartments, without regard to the share of the Second Party (Buyer) in using such parts.

**Third:** A common ownership, with all the owners in Tala Island, of all the parts indicated on the attached map (Appendix No. 1). The Second Party's proportion therein shall be in the same proportion of his property in the building to the properties owned by other owners on the island, which shall be managed by Tala Island Owners Association, in the manner specified in the Association Agreement the draft of which the Second party has examined and approved (Appendix No. 4). This title may not be disposed of independently of the apartment.

**Clause 3 :**

1. The share of the Second Party (Buyer) in the common parts under sub-clause (Second) of the previous Clause, which is indivisible, shall be the percentage of the Apartment to the total size of the other Apartments in the building specified under the attached Schedule No. 3, unless changes are made to the building altering this percentage.
2. The Second Party shall be bound by this share in the costs of upkeeping the Apartment, maintenance, management

and renovation, as well as the costs of the (12)  
common services determined by the  
Owners Association referred to under  
Clause (12) of this Contract. This  
obligation shall apply regardless of his  
share in the use of such parts.

3. The Second Party shall also be bound by .3  
the percentage specified under (Third) of  
the previous Clause in respect of the costs  
of the ownership specified under the said  
sub-clause in accordance with the Bye-  
Laws of the Owners Association and the  
Tala Island Owners Association.

**Clause 4 :** : 4  
The First Party (Seller) acknowledges and ( )  
warrants that the sold apartment is free of all  
in-kind or personal encumbrances of third  
parties, and that he is the true and legitimate  
owner thereof.

**Clause 5 :** : 5  
The Second Party (Buyer) hereby ( )  
acknowledges that he has inspected the sold  
apartment thoroughly in a manner that  
precludes ignorance, and that he accepts it in  
its present condition.

**Clause 6 :** : 6  
This sale was made with the consent of both . . .  
parties in consideration for a total amount of ( ..... ) ...../=  
BD. ....../= (Bahraini Dinars .....  
Only) only, which the Second Party has paid  
to the First Party in full in accordance with  
the Preliminary Sale Contract.

**Clause 7 :** : 7  
The First Party (Seller) undertakes to hand ( )  
over the keys to the sold apartment to the ( )  
Second Party (Buyer) and enable him to use  
and dispose of it upon the completion of  
registration procedures of the final contract  
with the Survey and Land Registration  
Bureau, in a minutes to be signed by both

parties, provided that the Second Party should discharge all his cash obligations provided for in the Preliminary Sale Contract.

**PART II: EFFECTS OF SALE**

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**Clause 8 :**

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If the Second Party is handed over the Apartment, he shall ascertain its conditions and conformity to the plans and drawings as soon as he can do so in accordance with the customary practice. The First Party shall not guarantee a defect that is customary to accept, and the Second Party shall notify the First Party of any other defect he may discover in the Apartment within 12 months from the date of hand over, failing which he shall forfeit his right to warranty.

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**Clause 9 :**

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The Second Party (Buyer) shall use the Apartment in accordance with the Bye-Laws of the Owners Association.

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**Clause 10 :**

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The Second Party (Buyer) shall, in the course of using the sold Apartment, use the common parts for the purposes designated therefore, with due regard to the rights of other owners and without causing harm or prejudice to the property. Such parts shall be managed in the manner detailed in the Bye-Laws of the Owners Association attached herewith.

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**Clause 11 :**

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The Second Party (Buyer) may, after registration of the title transfer, dispose of the sold Apartment, and he may use and utilize it in a way that shall not conflict with the rights of the owners of other Apartments provided for in the Draft Bye-Laws of the Owners Association attached herewith.

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**PART III: PROVISIONS REGULATING  
THE OWNERS ASSOCIATION**

**Clause 12 :**

1. The Second Party (Buyer) hereby agrees to join the Owners Association of the building in which the sold Apartment is located and the Draft Bye-Laws attached herewith (Appendix No. 2) having examined the terms and conditions thereof and signed the form thereof. Such terms and conditions may not be altered by adding other obligations encumbering the Second Party unless otherwise required to change certain terms and conditions by the First Party or the Notary Public but without any prejudice to this Contract before the Bye-Laws are signed and the Owners Association is registered.

However, they may not be altered after being signed and notarized except in the manner provided for therein, and with the consent of the First Party (Seller) in the cases specified in such Bye-Laws under Clause 60 of its draft attached, which shall be considered an indivisible part of this Contract and the Final Sale Contract.

2. The Second Party hereby delegate the First Party, Tala Property Development W.L.L, or any person representing it, or authorized by it, to sign the Bye-Laws of the Owners Association of building referred to under Clause above, including rights and obligations, and to follow up the legal procedures to incorporate, notarize and register the Association, and to effect the changes which the competent authorities deem necessary to the attached Statues in view of the

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powers vested in them and provided for in the laws appalled in the Kingdom of Bahrain.

**Clause 13 :**

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The Second Party (Buyer) shall pay to the Owners Association, or its representative, his contributions to the Owners Association of the building in which the sold Apartment is located, which shall be specified by the Association Manager, or his representative, in accordance with the Bye-Laws of the Association; further, he shall be bound by any resolutions issued by the Association in the manner specified in such Bye-Laws.

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**Clause 14 :**

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1. The Second Party (Buyer) shall pay on an annual basis, in advance, to the Association Manager, or his representative, the percentage specified under Clause 3 of this Contract, in the premiums for fire insurance for the building and such other risks, including natural disasters, bursting of water pipes or leakage of water therefrom or such other risks determined by the Association.

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2. The Second Party shall insure third parties' liability with one of the insurance companies operating and registered in the Kingdom of Bahrain, for a minimum amount of BD. 50,000/= (Bahraini Dinars Fifty Thousand Only), and shall renew such insurance on an annual basis and submit copies of such insurance policies to the Owners' Association at least 15 days before the expiry of the insurance period.

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**Clause 15 :**

The Second Party (Buyer) shall be bound by the contracts and agreements concluded by the Manager of the Association of the owners of the building in which the sold Apartment is located which shall be appointed in accordance with the Draft Bye-Laws attached herewith, who shall be appointed by the owners or by the First Party (Seller) for the first three years of the establishment of the Association in accordance with Clause 47/5 of the attached Draft Bye-Laws of the Owners Association , or its representative, with the Tala Island Owners Association who shall consist of all the Chairmen of the Owners Associations, or their representatives, and the owners of villas in Tala Island to manage the ownership provided for under sub-Clause (Third) of Clause 2 of this Contract and the common amenities and provide common services, and by any contracts concluded by the said Association in the interest of the majority of its members in accordance with the terms and conditions of the Draft Association Agreement (Appendix No. 4). Contravention of such contracts shall be deemed to be contravention of this Contract and of the Final Sale Contract. Further, he shall pay his share in the contributions of the Owners Association of the building to the Tala Island Owners Association.

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**PART IV: FINAL PROVISIONS**

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**Clause 16 :**

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The provisions of Clauses 814-843 of the Civil Code, promulgated by Legislative Decree No. 19 of 2001, and the orders made thereunder, shall apply to anything not provided for in this Contract or in the Final Sale Contract attached herewith or in the terms and conditions of the Owners Association and other contracts referred to hereunder, which shall all be deemed to be an integral part of this Contract.

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**Clause 17 :**

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The Second Party alone shall bear the costs of this Contract and its fees and the charges and costs of its registration, and any fees charged by any other competent authorities.

**Clause 18 :**

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The Second Party has examined and inspected all the documents, maps, schedules and drafts of agreements and contracts referred to in the provisions of this Contract and those attached thereto, which shall be considered an integral part thereof. This Contract was drawn up in Arab and English. However, in case of any discrepancy, difference or dispute on interpretation, the Arabic text shall prevail. The Contract was signed by the two contracting parties in one original and three copies, and each party was given a copy thereof to act in accordance therewith.

**Appendices:**

- Appendix No. 1: Maps of the sold apartment. : 1 •
- Appendix No. 2: Draft Bye-Laws of the Owners Association. : 2 •
- Appendix No. 3: Table of the percentage of each apartment to the entire size of all apartments on signing this Contract. : 3 •
- Appendix No. 4: Draft Agreement of Tala Island Owners Association. : 4 •

**First Party (Seller)    Second Party (Buyer)    (    )    (    )**

**First Witness                      Second Witness**

In accordance with the above, this Contract was made in the presence of the two contracting parties and named witnesses, and has been read by all the parties and by myself, and was signed by all the parties, including me. The parties concerned were given a copy thereto to act in accordance therewith. A copy thereof was also sent to the Survey and Land Registration Bureau, accompanied with a copy of the Approval Letter of Muharraq Municipality, under the jurisdiction of which the property comes, to sell it using the Apportioned Flats Scheme, as provided for under Clause 28 of the Land Registration Law of 1979 and other relevant laws and regulations.

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