

SALES PURCHASE AGREEMENT (S.P.A.)

购销协议

THIS AGREEMENT is made the XXX day of XXX, 2013 BETWEEN FORT TYSON LIMITED, and a limited liability company incorporated under the laws of St. Kitts and Nevis, under the Certificate of Incorporation number xxxxxx, and having its registered office at Accounting & Management Services Limited (AMS), xxxx xxxxx, xxxx xxxx, Basseterre, in the Island of St. Kitts in the Federation of St. Kitts and Nevis (hereinafter referred to as "the Vendor") of The One Part

AND

(Purchaser's Name) Passport number XXXXX with XXX Nationality, residing at (Address). Home number: XXXXXXX. Mobile number: XXXXXXX. (Hereinafter called "the Purchaser") of The Other Part.

此协议在 2013 年 XXX 月 XXX 日, 是一方为 FORT TYSON LIMITED, 一家在圣基茨与尼维斯法律下开设的有限责任公司, 公司注册证书编号 xxxxxx, 并且有注册办事处在会计和管理服务有限公司(AMS) 在圣基茨岛在圣基茨和尼维斯联邦, 巴斯特尔, xxxx, xxxx xxxxxxxx(以下简称“卖方”)

和

另一方, (买方姓名)护照号码 XXXXX, 国籍 XXX, 居住地在(地址) XXXXXXX. 手提电话号: XXXXXXX.

(以下简称“买方”之间订立。

WHEREAS the Vendor is developing a condominium known as Silver Reef Development comprising 11 buildings on 3.50 acres of land at Frigate Bay, St. Kitts and will register the said condominium (hereinafter called the "Development") under the Condominium Act of St. Kitts and Nevis in phases in accordance with the Declaration attached hereto as Attachment A (hereinafter called the "Declaration") and the Condominium Plans attached hereto as Attachment B (hereinafter called the "Condominium Plans")

鉴于, 卖方被称为银帆发展, 是由圣基茨 FRIGATE 湾 3.5 英亩地发展独立产权公寓组成, 并将会在圣基茨与尼维斯公寓法例下分段注册称为独立产权公寓(以下简称“住宅小区”)依照在此附带的申报附件 A(以下简称“申报”)及附带在此的附件 B 公寓方案(以下简称“公寓方案”)。

AND WHEREAS the Purchaser is desirous of purchasing a unit of the Development at the Price and on the terms and condition hereinafter stated.

和鉴于, 买方意欲在这里所订明的售价和条款及条件下购买一个住宅小区单位。

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE as follows:

因此现在双方在此特此同意如下:

1. The Vendor shall sell and the Purchaser shall purchase the Condominium Unit No XXX in (Building name) (XXX) Of the Development (hereinafter called the "Unit"). The Unit includes the appliances listed in Attachment C (hereinafter called "the Appliances").

卖方应销售和买方应购买位于住宅小区的(大厦名称)(XXX) 公寓单位 XXX(以下称为“单位”)。单位包括所有在附件 C 列表中的家具电器(以下称为“家电”)。

2. The Purchase price for the Unit is United States (US) dollars \$XXX(XXXUnited States Dollars), which price includes the price of the Appliances valued at US \$4,500.00 and furniture package as outlined in Attachment D, valued at US 25,000.00.

单位的购买价格是美元 XXXXXXX, 此价格包括总值 US\$4,500 元的电器及在附件 D 所述的价值 US\$25,000.00 的家具套装。

3. A non-refundable Reservation Deposit of \$15,000 (Fifteen Thousand United States Dollars) (hereinafter referred to as “the Deposit”) is to be paid on execution of the Silver Reef Reservation Form. On confirmation of receipt of payment, the property will be taken off the market and the Deposit will be credited against the total purchase price.

当执行银帆预定表格时需要缴付一万五千美元(US\$15,000)的不退还的预付押金。在确认了收到付款后, 物业会从市场上抽出, 押金将可用作抵消总购买价格。

4. The balance of US \$XXX (XXXUnited States Dollars) is payable within seven (7) working days of receipt of Economic Citizenship approval in principle.

余额 US\$XXX(XXX 美元)需要在收到经济公民原则上批准的七个工作日内缴付。

5. The Purchaser shall be entitled at any time(s) after signing this Agreement to carry out inspection(s) of the Unit by himself and/or his agent(s) upon giving on each such occasion at least one day’s prior notice to the Vendor.

买方在签订本协议后有权在任何时间由本人或他/她的代理去检查单位, 每次检查最少要在一天前通知卖方。

6. Completion of the sale shall take place at the offices of the Vendor at the Development or at such other place as may be agreed in writing within seven (7) working days of receipt of Economic Citizenship approval in principle.

完成销售交易应当在收到原则上经济公民审批后在卖方住宅小区的办公室或七天前书面通知同意在其他地方办理。

- i. The Purchaser shall deliver a Memorandum of Transfer of the Unit (in form required by the Title by Registration Act and The Condominium Act of St. Kitts and Nevis) to the Vendor for vetting not later than seven (7) days before the Completion Date.

买方须在完成交易日前七天内交付单位的转让备忘录(形式需按照圣基茨和尼维斯的注册法和公寓法的要求)给卖方审核。

- ii. On the Completion Date the Vendor shall execute in favor of the Purchaser a Memorandum of Transfer of the Unit.

于完成交易日卖方应当当地执行买方单位的转让备忘录。

7. The Purchaser agrees to place his unit in the rental pool and to be bound by the terms and conditions contained in the "Rental Pool Management Agreement" (Addendum E) attached. The Unit will be added to the Silver Reef Rental Pool on the date of Transfer of Title unless otherwise agreed in writing.

买方同意将其单位放置在租赁池内和受其在所附上的“租赁池管理协议”内所包含的条款及条件约束(附件 E)。除另有书面同意外, 单位将会在转让主权的日期加入银帆租赁池。

8. The Purchaser shall pay assurance fund, registration fee and the Purchaser's Solicitor's legal fees in respect of the Transfer of the Title of the Unit and the completion of the sale and the Vendor shall pay the vendor's stamp duty.

买方应缴付转让单位及完成交易所有有关的保险费、注册登记费及买方的律师费, 卖方应缴付卖方的厘印费。

9. All land and house taxes, water rates and other charges or dues imposed or charged on or in respect of the Unit and any common expenses due to the Condominium Association of the Development in respect of the Unit shall be the responsibility of the Purchaser as of the Completion Date. Thereafter, responsibility for said taxes, rates, dues, charges and common expenses shall be as provided in the Declaration. Taxes, rates, charges, dues and common expenses paid in advance by the Vendor shall be apportioned at the Completion Date.

所有的土地和房屋税、水费及其他费用或会费征收或收取或单位有关费用以及任何住宅小区公寓协会有关于单位的公用开支应为买方在任完成交易日期的责任。此后, 负责申报中所提供的如税项、差饷、应付款、手续费及共同支出。卖方之前缴付的税项、差饷、应付款、手续费及共同支出应在完成交易日做出分摊。

10. Subject to the Purchaser's rights, if the Purchaser fails to complete the sale on the Completion Date, then, without prejudice to any other remedy available to the Vendor, the Vendor may by notice in writing to the Purchaser terminate this Agreement and thereupon the payments made to that date towards the purchase price of the Unit shall be immediately forfeited to the Vendor as liquidated damages for breach of contract.

以买方的权利, 如果买方在完成交易日不能完成销售, 此外, 没有任何补救措施让卖方免受损害, 卖方可书面通知买方中止此协议及随即在此日期前所支付的单位购买价应立即没收给予卖方作为不履行合同的违约赔偿。

11. The Unit shall remain at the risk of the Vendor until completion. If the same shall be substantially damaged or destroyed prior to the Completion Date, the Vendor shall be entitled to rescind this Agreement by notice in writing served upon the Purchaser and the Vendor shall thereupon promptly refund all the payments made to that date towards the Purchase Price of the Unit by the Purchaser without interest. Neither party shall thereafter have any obligation to the other. Substantial damage shall be deemed to have occurred if the Unit is damaged to such an extent that it cannot be repaired by the Completion Date.

直至交易完成前单位的风险应保留由卖方承担。如果在完成交易日期前有严重的损毁或破坏, 卖方应有权以书面形式通知买方解除此协议及卖方应随即迅速地免息返还所有在此之前所支付单位的价钱予买方。此后双方应予以对方没有任何责任。单位发生严重损毁应视为在完成交易日期前是无法修复的程度。

12. The Vendor shall provide a warranty on the construction of the Unit on completion of the sale. Manufacturer's warranties on all fixtures and appliances within the Unit shall prevail.

卖方应在完成销售交易时提供单位建筑的保修期。并应获得所有单位内固定装置及电器的生产商保修期。

13. Service of any notice or other document required by this Agreement shall be affected by registered mail, facsimile transmission or electronic mail to the address or number of the party stated below. If service is effected by registered mail the notice or document shall be deemed to have been received seven (7) days after delivery to the post office from which it is sent. Service by facsimile transmission or electronic mail shall be deemed to have been effected on actual transmission of the notice or document.

此协议要求的通知服务或其他文件应以挂号邮件、传真传送或电子邮件到双方以下所列的地址或号码。如果是挂号邮件，此通知或文件应由出发地的邮局送出七(7)天后被视为送达。由传真传送或电子邮件服务在实际传送出通知或文件后被视为有效。

Address for Service-Vendor

Mailing Address: PO Box xxxx xxxxxx St

Kitts Facsimile Number: x xxx xxx xxxx.

Email Address: xxxxx@xxxxxx.com

卖方 — 服务地址

邮件地址: 圣基茨 xxxxx 邮局邮箱 xxxx 号

传真号码: x xxx xxx xxxx

电子邮件地址:

xxxxx@xxxxxx.com

Address for Service-Purchaser

Mailing Address: XXXXXXX. Home number: XXXXXXX. Mobile number: XXXXXXX.

E-mail: XXXXXXX

买方 — 服务地址

邮件地址: xxxxx 住宅电话: xxxxx 传真号码: xxxxx 电子邮件地址: Xxxxx

Time shall be of the essence of this Agreement.

此协议的时间性非常重要。

In this Agreement words shall be interpreted with such changes of number or gender as the Context reasonably requires.

本协议中文字应按上下文合理要求下更改数字或性别的解释。

The language in this Agreement shall be in all cases construed simply according to its fair Meaning and not strictly for or against the Vendor or Purchaser.

本协议中的语言应在所有情况下只是根据其公平的含义解释，而不是完全地支持或反对卖方或买方

This Agreement shall be governed by and construed in accordance with the laws of St Kitts and Nevis and both the Vendor and Purchase irrevocably submit to the exclusive jurisdiction

of the Courts of St Kitts and Nevis as regards any matter or claim relating to this Agreement.

此协议应取决于及根据圣基茨与尼维斯法律解释及无论是卖方和买方有关此协议的任何事情或索偿均不可彻消地提交到圣基茨与尼维斯专属管辖权的法院。

ATTACHMENTS

附件

A. CONDOMINIUM DECLARATION

公寓公告

B. CONDOMINIUM PLANS

公寓規劃

C. LIST OF APPLIANCES

電器清單

D. FURNITURE PACKAGE

家具套裝

E. RENTAL POOLMANAGEMENT AGREEMENT

租賃池管理協議

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective hands on the respective dates hereinafter stated.

茲证明卖方与买方随此誓章附上各自签名在以下所示日期。

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FORT TYSON LIMITED

With the authority of the Board of Directors

随着董事会的权力

Witness: _____

见证人

Date: _____

日期