

Real Estate Sales Contract

Contract No.

BOTH PARTIES

Seller _____

Registered Address _____

Registration Number of Business License _____
- _____

Enterprise Quality Certificates Number _____
- _____

Legal Representative _____

Postal Code _____ Contact Telephone _____

Entrusted Agent _____

Address _____

Postal Code _____ Contact Telephone _____

Entrusted Agency _____

Registration Number of Business License _____

Legal Representative _____

Postal Code _____ Contact Telephone _____

BUYER _____

Principal Legal Representative Name _____

Country _____

ID Number Passport Number Registration Number of
Business License _____

Address

Postal Code _____ Contact Telephone _____

Entrusted Agent Name _____ Country _____

Address

Postal Code _____ Contact Telephone _____

According to the law, legislation and relative regulation, after friendly negotiations and in consideration of the Property and the mutual covenants contained herein, the Parties hereby agree as follows

I Project Basis

Seller shall transfer the Property and its title deeds to Buyer in accordance with the terms of this Contract. The Property is located at _____. The Property Ownership Certificate No. _____, the Gross Floor Area of the Property is _____ square meters. The Land Use Right Certificate No. _____, the Land Use Right Area is _____ square meters with an expiration date of _____.

After approved, the seller make the Real Estate development and construction in the above land, the Real Estate name is _____ Planning permit of construction engineering number is _____ Builder's Licence Number is _____

II Real Estate Sales Basis

Buyer for the purchase of commercial housing Xianfang sale of commercial housing . _____ approval organs for sale commercial housing, commercial housing pre-sale of licences for _____.

III Buyers Purchase Basic Commercial Housing

Buyer for the purchase of commercial housing [Xianfang]
[sale of commercial housing] .called commercial housing [the
house plans are approved by_
planning department [see Appendix I [. The commercial
housing is located in Room Number ____, [Floor [____, [Unit [
,[Building [_____

The use of commercial housing is_____. [the building
structure is_____ [floor height is_____ [the number of building
storey is __overground [__underground.

The number of Closed balcony for the commercial
housing is_____ [open balcony is_____.

Commercial housing construction area of contract
agreement _____square metres [the transmission housing
construction area is_____square metres [public places
and public housing construction in the area is
_____square metres public places and public housing
construction in the area, see Appendix II [

When the buyer sign the sales contract [and the buyer
should sign the contract “set-property management
agreements” with seller or the entrusted infrastructure
management company.

The buyer entrusts the seller or the infrastructure
management company the seller required to manage the
project_____

IV valuation methods

The parties agree to the way to calculate the commercial

housing in __way as following

1the commercial housing is preselling in □ flat □ □ whole flat □ □ building area is calculated in □ inside □ □ the whole floor □ □ the unit price is _____RMB per square meter □ the total is RMB

2the commercial housing is preselling in the whole building □ the calculated area is building area □ the unit price is __RMB per square meter □ the total is __RMB

3the commercial housing is completed apartment, selling in □ flat □ □ whole flat □ □ whole building □ □ the total is __RMB

v area recognition and area differences with correspondingly recognized if in flat, it isn't necessary to use the term □

the term is used for the preselling □ when the commercial housing is put into service □ contract area and property registration area have differences □ property registration area will be correct When contract area and property registration area have differences □ the parties agree to the agreement as following

1±0.6% within the absolute error in the area □ the parties cant compensate □

2±0.6% above the absolute error in the area □ but ±3% within □ the parties should compensate according to the sales contract □

3±3% above the absolute error in the area □ the buyer can refund for any overpayment or a supplemental payment for any deficiency or return the commercial housing. The seller should refund all the payment and the interest within 30days the buyer applies to return the commercial housing in written application from the payment day to refundment day □ the interest is according the interest of the refundment day in bank” interest □

$$\text{Area variance percent} = \frac{\text{property registration area} - \text{contract area}}{\text{contract area}} \times 100\%$$

VI Payment method and time limit

The buyer should pay according to the _____ way as following

1 lump - sum payment



2 installment



3 others

When sign the contract □ pay _____ %, in _____ RMB □ % of the total in _____ RMB □ will pay it .

in installment □ and the buyer should make sure partial payment should be payed within 2 months _____

The buyer should save the preselling money in the commercial housing project preselling special account in the above payment method □ bank of deposit is _____. □ special account _____ the buyer should exchange the receipt from the seller in deposit certificate .

VII overdue payment responsibilities

overdue payment, will be dealt with in the 1 way as following

1 deal with differently in overdue cant totting-up □

1 □ overdue within 120 day □ from the second contract payment day to the total payment date □ buyer should pay the seller penal sum in ____% for the overdue payment □ continue to fulfill the contract □

2 □ overdue over 120 day □ the seller has the right to terminate contract. When terminating the contract □ buyer should pay the penal sum in ____% if buyer wants to fulfill the contract □ should get seller's agreement, then continue to fulfill the contract □ buyer should pay the seller penal sum in ____% for the overdue payment □ continue to fulfill the contract

The overdue payment is the balance between payment due and actual payment according to the sixth term in the contract □ if installment □ the balance should base on the installment payment and actual payment

2 _____

—

VIII Term of Delivery

Seller should deliver the commercial housing to buyer before ___Month ___Date, ___Year according to the rules from country and the local government, it should fit the requirement as following

1qualified experience commercial housing

2Integrated acceptance

3Integrated acceptance by stages

4 _____

in special reason □ if the parties cant terminate contract or change the contract □ seller can delay the delivery

1suffer from force majeure □ and seller should tell buyer within 30 days □

2 _____

3 _____

IX Late default responsibility

Seller cant fulfill the contract commercial housing delivery except the 8th term, it should deal in 1 way as following

1 deal with differently in overdue cant totting-up

1 overdue within 120 day from the second contract payment day to the total payment date buyer should pay the seller penal sum in ___% for the overdue payment continue to fulfill the contract

2 overdue over 120 day buyer has the right to terminate contract. When terminating the contract seller should pay the penal sum in ___% If buyer wants to fulfill the contract then continue to fulfill the contract seller should pay the seller penal sum in _____% for the overdue payment continue to fulfill the contract

2

xPlan & Design Change Agreement

After preselling the commercial housing seller cant change the plan and design of the commercial housing project. If must need to change seller should let buyer agree it in writing. If cant agree to change, buyer can terminate the contract. Seller should refund and pay the interest to buyer within 30 days from the payment day to the refunding date the interest based on the refunding

date interest from the bank .

XI Delivery

When commercial housing can reach the reach the delivery requirement . buyer should note buyer to handle End housing delivery procedures When deliver the commercial housing, Seller should provide the relative in 8th term as the contract to buyer . and sign housing delivery Receipt. If the commercial housing for living . seller should provide quality guarantees and the use of domestic goods specification. If seller cant provide certificates or the certificates aren't full . buyer has the right to refuse to accept the delivery . seller will be responsible of the late delivery

If reason caused by buyer and cause the late delivery . the parties agree to the way as following

1

2

XII Seller should guarantee the commercial housing cant have Property right dispute and debts disputes. If the commercial housing cant make property right registration or cause debts disputes . seller should be responsible of all.

XIII Seller responsibility of breach of contract about decoration and equipment standard

decoration and equipment standard should fit the contract see Appendix III □ . If cant fit the contract □ buyer has the right to let seller deal it in the __way as following

1 seller will compensate the double balance about the decoration and equipment to buyer.

2 _____

3 _____

XIV Seller Guaranty about public facilities construction and normal operation of the commitment

Seller guarantee public facilities construction and normal operation of the commitment as following

1

□

2

i

3 _____ □

4 _____ □

5 _____ □

If cant reach the use condition in the contract day □ the parties agree to deal with it as following

1 _____ □

2 _____ □

3 _____

XV **Property Right Registration Agreement**

when the commercial housing is put into using within days □ registration will be handled by the management authority to provide information on property registration records. If in seller's reason, buyer cant get the registration certificate management authority in the real estate □ the parties agree to handle it in ___ _way as following

1when buyer returns the house □ seller should refund the payment to buyer within ___days buyer need to return, and seller should compensate ___% of the payment buyer payed □

2when buyer cant return the house □ seller should compensate ___% of the payment buyer payed

3 _____

XVI **Warranty Responsibility**

When buyer purchases the commercial housing as the living □ quality guarantees will be the appendix. Seller should promise warranty responsibility according the quality guarantees when the commercial housing is put into use.

When the commercial cant be use for living □ Parties should be on the warranty in the contract scope, warranty

period, warranty responsibility for the contents agreed.

If cause any quality question, seller should fulfill warranty. If damaged by force majeure, the seller can't be responsible of it, but can help to fix it and buyer should burden all the cost.

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XVII Other agreement as following

1 the right of roofing Housing tenure _____

2 the right of external walls _____

3

□

4

XVIII The commercial housing is for living buyer can't change the main building structure, load carrying member and use. Buyer has the right to share the relative public places and public facilities with other obliges besides the contract and appendixes, and need to burden the responsibility of public places and public facilities.

Seller can't change the use of public places and public facilities.

XIX If have dispute when fulfill the contract parties will compromise settlement; if can't, will solve in 2 way as following

1 submit to ___ ARBITRATION COMMISSIONS

2 ☐ start legal proceedings with a People's Court according to law

Unmentioned matters, parties can agree and sign complementary agreementsee appendix IV☐

XXAppendix and the contract have the same force effect.

The text in blank and print have the equal effect.

XXIThe contract has ___ _pages ☐ 3 copies ☐ each copy bears the same validity, the contract holder as following seller ___copies, buyer ___copies, ___copies ☐ ___copies

XXIIThis Contract comes into force upon signature.

XXIIIIf in commercial housing preselling ☐ seller should register of the applicant to ___within 30 days of the entry into force of the contract.

sellersign ☐

buyersign ☐

☐ legal Representative ☐

☐ legal Representative ☐

☐ Entrusted Agent ☐

☐ Entrusted Agent ☐

chop ☐

chop ☐

Date _____

Date _____

signed place _____

signed place _____

Appendix I Housing plan drawing

Appendix II public places and public housing construction
statement in the area

public places included **No**

Appendix III Decoration Equipment standard contingent □

- 1 □ **outside wall**
- 2 □ **inner wall**
- 3 □ **ceiling**
- 4 □ **floor**
- 5 □ **door and window**
- 6 □ **kitchen**
- 7 □ **toilet**
- 8 □ **balcony**
- 9 □ **Lift**
- 10 □ **others**

Appendix IV contracts supplemental agreement

1 if choose the installment □ buyer should hand over all the document about application for mortgage loans bank requires and relative bank mortgage examination and approval procedures within 3 days after signed the contract Or if buyer cant pay the cost as the 6th term, seller has the right to think mortgage loan amount as the buyer overdue payment □ buyer will be liable for breach of contract as the 7th term.

2if buyer cant obey the 6th of contract and the 1st term of Appendix IV, seller has the right to delay the delivery, but cant be liable for breach of contract.

3if buyer payed partial house payment, but cant fulfill mortgage loan , and it causes the seller/guarantor of the mortgage loan contract to fulfill repo or joint liabilities for the repayment, seller has the right to terminate contract and receive payment in 5% of the house price. Seller has the right to sell the commercial housing to pay seller/repo fees and interest and the relative fees in priority facility from mortgage loan contract guarantor, and has the right to let buyer be liable of the suing fees, lawyer fees and auction fees. Buyer terminate contract, if buyer decorated the commercial housing, buyer can deal with the decoration, other decoration will belong to seller, but buyer cant demolish or damage the commercial housing.

4if have differences between Commercial area of property rights registration and contract area, parties will refund for any overpayment or a supplemental payment for any deficiency in 5th terms, when seller send the notice refunding for any overpayment or a supplemental payment for any deficiency, buyer should finish the extra money/ refundment procedure within 60days, if can finish over the time and seller refund, it can think buyer give up the refundment right. If need extra money, buyer should pay the interest and actual extra balance.

5seller cant add the commercial housing use of special maintenance funds into the housing price, so buyer should pay it according to the country, local government law rules.

6the project is developed in installments according to the plan government approved, base station and public facilities construction is built and delivered in installments, other project delivery date cant be late for the final project delivery date in installment except the contract project delivery date. Public facilities construction delivery is finished and can be put into use. The use time is decided by buyer or operator.

7 buyer agrees the stalls of no-property rights in the commercial housing project will be managed and fee by infrastructure management company.

explicit matters

Seller should show the documents, certificates and important notices to the buyer in the sales. And the buyer reads and understands these files without disputes; and know about the property condition, terms of exchange and surrounding environment.