PURCHASE AND SALE AGREEMENT FOR VISTA VILLAS INC. VISTA 别墅有限公司 购买及销售协议

THIS AGREEMENT is made on the ______ **BETWEEN VISTA VILLAS INC**, a limited liability company duly incorporated under the Companies Act in the Federation of St. Christopher and Nevis having its registered office at Unit C16 The Sands Complex, in the town of Basseterre in the island of St. Christopher (hereinafter called **"the Seller"** which expression where the context so admits shall include it s successors and assigns), of the First Part and:

这项协议是______,和 VISTA VILLAS INC,一个根据在圣克里斯托弗和尼维斯公司法正式注册的有限责任公司,其注册办事处在圣克里斯托弗岛的巴斯特尔镇 Sands Comples C16 单位(以下简称"卖方",表达的上下文情况应包括它□的继承人和受让人),第一部分:

NAME(姓名)_____ ADDRESS(地址)_____

((Hereinafter called **"the Purchasers"** which expression shall where the context so requires or admits includes its successors and assigns) of the Second Part).

((以下简称"买家",表达要根据上下文所以需要或承认包括其继承人和受让人)的第二部分)

WHEREAS the Seller is the owner of a Condominium Development known as Vista Villas and situated at Frigate Bay in the island of St. Christopher.

而卖方为开发被称为 Vista 的别墅, 位于 Frigate Bay 的圣克里斯托弗岛上的一个公寓大楼的所有者。

AND WHEREAS Seller is desirous of selling and the Purchasers is desirous of purchasing Unit No. _______ of the said Development, but which purchase shall be subject to the covenants contained in **Schedule A** hereto.

而卖方欲要销售,买方意欲购买上述发展单位编号_____,但所购房应从属于附表 A 内所载的契约。 AND WHEREAS the Unit No. _____ is more particularly described and laid out in the floor plan contained in Schedule B hereto 而所指单位号码_____有更详细的建筑平面图描述及布局在附件 B 内.

WHEREBY IT IS MUTUALLY AGREED as follows: 即双方同意如下:

1. The Seller agrees to sell and grant to the Purchasers and the Purchasers agrees to purchase the

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Condominium Unit known as Unit Number ______ which comprises approximately of _ square feet which is a ______ floor unit, with _ bedrooms and _ baths and is more particularly described in Schedule "C" hereto. ______ 卖家同意将在______楼层,编号_____, 面积约_____平米, ____房间__卫浴的公寓单位售于买家, 而 买家亦同意购买此单位. 更详细数据将附录在附件 C 内.

- The Purchasers shall exclusively have all legal right and franchise to occupy and use the land and the Unit No ______ of Vista Villas. 购买者应完全有所有法律权利和占有及使用的土地和单位位于 Vista Villas 的单位编号: ______.
- 3. The purchase price of this unit shall be _____ **Dollars United States Currency** (U.S.\$ ____,000.00).

该单位购买价为美元_____元整(U.S.\$)

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Seller

- And Whereas the Purchasers wishes to apply for economic citizenship as provided by the government of St. Christopher and Nevis.
 而买家希望申请由圣克里斯托弗和尼维斯政府所提供的经济公民身份.
- 5. Subject to Clause 9 below, the Purchaser shall pay to the Seller on or before the ______2013, a non-refundable deposit in the sum of ______Dollars United States Currency (US\$ _____,000.00) or provide an official bank wire transfer document to the Seller. In the event that the seller does not receive this deposit or proof of transfer within the specified date, this agreement will be considered null and void. 受制于以下第 9条款, 买家应在 2013 年______日之前付款给买家
- 6. The Purchaser shall within 30 days of the date of this agreement, submit to the Government of St. Christopher and Nevis an application for Citizenship by Investment. 购买者应在本协议之日起 30 天内提交政府圣克里斯托弗和尼维斯申请公民身份的投资。
- 7. Upon notification of approval or refusal of the Purchaser □ s application for citizenship, the Purchaser shall within five business days of such approval or refusal, notify the Seller in writing by registered mail and by e-mail of the same. Failure to do so, the Purchaser will be considered in default.

在买方获批准或拒绝申请公民身份的通知,买方应在五个工作日内就批准或拒绝通过挂号邮件或电子邮件书面通知卖方。如果不这样做,买方将被视为违约。

8. In the event the Government of St. Christopher and Nevis denies the Purchaser□ s Application for Citizenship, the Purchaser shall present to the Seller proof of the notification of such denial. Upon receipt of such notification the Seller shall, within ten business days, make to the Purchaser a full refund of any deposit received, without any penalties or cost to the Purchaser. This clause is only valid until _______ 2013 after which the deposit is not refundable under one circumstances.

refundable under any circumstances

如果在圣克里斯托弗和尼维斯政府拒绝买方公民身份申请,买方应向卖方出示拒绝证明的通知。在通知卖方后,十个工作日内,向买方全额退回所收款项,没有任何对买方的处罚或成本费用。这一条款的有效期只到2013年 月 日,在此后在任何情况下不可退还押金

9. Upon completion, the Seller is to give written notice to the Purchaser or his solicitor, to close within fourteen business days. On the closing day the Purchaser shall pay the Seller the sum of ______ Dollars United States Currency (US\$ ____,000.00). In the event that the Purchaser fails to pay this balance of the purchase price, this agreement will be considered

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null and void and all deposit will be forfeited.

完成后,卖方以书面通知买方或其律师,十四个工作天内完成结账。在最后一天结账日,买 方应向卖方支付总额______美元(美元\$,000.00)。如果买方未能支付购买价格的 余额,这项协议将被视为无效,所有保证金将被没收。

10. In the event the Purchaser is granted citizenship prior to the delivery date, the purchaser has the option to;

如果买方在交付日期前获得公民身份,买方有权选择;

- a. To close within ten (10) business days of such approval. On the date stipulated for closing the Purchaser shall pay the Seller the sum of ______ Dollars United States Currency (US\$ _____,000.00). 在此批准日的十个工作天内截止. 在规定截止日买家需付给卖家总额 ______ 美元(US\$ _____,000.00).
- b. Or the option to consult with his lawyer to arrange for the balance of sale to be placed in escrow pending delivery. 或选择咨询他的律师安排销售余额放置在托管账户等待到期交付。

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- 11. In the event the Purchaser fails, within the time specified for closing, to pay to the Seller the amount specified in clause 10, for any reason whatsoever, this agreement will be considered null and void and all monies paid by way of deposit shall be forfeited. 如果买方未在指定的时间内截止,向卖方支付第10条款中规定数额的,无论什么原因,这项 协议将被视为无效,所有支付以作保证金形式款项将被没收。
- 12. Prior to closing, the Seller shall pay and discharge all property taxes and all other levies and impositions in respect of the Unit and thereafter the Purchasers shall be liable for the payment of all such property taxes, levies or impositions. In any case, where such property taxes, levies or impositions are charged in respect of a period partly before the closing, the same shall be apportioned by a deduction from the purchase. 在截止前,卖方须支付和履行所有涉及该单位的房产税和其他课税征费,此后,买方应承担支付所有该等物业税,课税或征费。在任何情况下,在截止前时期的房产税,课税或征费的收费,同样应在购买中分摊扣减。
- 13.On the Closing Date, the Seller shall execute the Memorandum of Transfer in favor of the Purchasers and the Purchasers shall take title to the Unit free and clear of any encumbrances. 在截止日期,卖方应执行支持买方的转让备忘录,购买方应取得单位的所有权自由和明确 的所有产权负担。。
- 14. The Seller shall pay five percent (5%) Stamp Duty. 卖家需付百分之五的印花税.
- 15. The Purchasers shall pay the legal costs associated with the preparation of the Memorandum of Transfer, and all other Transfer Taxes charges in connection thereto, save and except for the Stamp Duty.

买方应支付有关准备转让备忘录的的法律费用,以及与此相关的所有其他转让税费用,除印 花税。

- 16. Any defects with regards to Structure, Electrical or Plumbing, which shall appear within a period of Three months from closing, shall be the responsibility of the Seller. 在截止日算三个月内,对于结构,电气或管道的任何缺陷,应为卖方的责任。
- 17.Possession of the Unit shall be upon the delivery of the unit. At which time it will be the responsibility of the Purchaser to maintain the unit. 在交付单位拥有权后, 由期时起, 买家应负担维护单位的责任.
- 18. The Purchaser is aware and acknowledges that post delivery, if the unit is unoccupied it has to be

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maintained on a regular basis. Any defects due to non-maintenance (mold, rust, damage due to unused appliances and air conditioning, etc.) will be the sole responsibility of the Purchaser. 买方已知悉并确认, 交付后, 如果单位是空置的, 它必须定期维护。由于缺乏维护做成任何缺陷(发霉, 铁锈, 由于不用的电器和空调等损伤),将是买方的绝对责任。

19. No Unit owner shall be permitted to transfer or assign a Unit until the owner shall have paid in full to the Home Owner Association, all unpaid common expenses assessed by the Home Owner Association against the Unit. All transfers and assignments shall be subject to the same obligations, conditions and covenants as are herein contained.

所有单位的业主不得转让或分配单元,直到业主支付所有在业主协会未付的费用,所有未付 共同费用由业主委员会对评估单位。所有的转让和分配应当履行在此包含的同样的义务,条件 和条款。

20. The supervision of the maintenance of the common area is/will be provided by the Home Owners Association of the Saint Christopher Club Condominiums.

对公共区域的维修监督/将由圣克里斯托弗俱乐部公寓业主协会提供。

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21. The Purchasers will be entitled to the use of one parking space, which shall be as near as reasonably possible to his unit.

买方将有权使用一个车位,应尽可能合理地接近他的单位。

- 22. The cost of maintaining the common areas shall be on a pro-rated basis of the actual cost of the maintenance to the grounds and roads and the repairs including structural repairs, and exterior maintenance. This cost will be approximately US\$ 300.00 or less per month. 维护公共区域的费用应按额定基础的维修场地和道路维修包括结构维修的实际成本,和外部 维修。这个成本将约为每月 300 美元或更少。
- 23. The seller or his appointee reserves the exclusive right as listing broker to the unit in the event the Purchasers decides to sell or rent the unit. 如买家决定出售或出租单位, 卖家或其委任人将保留该单位的专属代理人.
- 24. The Purchasers acknowledges the existing master plan and accepts reasonable modifications the Seller chooses to make. 买方承认现有的总体规划,并接受卖方选择合理的修改。
- 25. The Seller shall have the right to perform reasonable modifications, which will not deviate from the overall purpose of the development, the peaceful enjoyment of the property by the Purchasers or the intent of these restrictions, reservations and covenants. 卖方有权进行合理的修改,这将不偏离发展的总体目标,买方平静享受其物业或意图限制,保留和公约。
- 26. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and this Agreement shall survive delivery of the deed. 本协议应具有约束力,并适用本协议各方及其各自的继承人,继承人和受让人的利益,本协议应生存交付的契约。
- 27. The Seller hereby warrants that it has the right to enter into this Agreement. 卖方在此保证,它有权订立本协议。
- 28.If two or more persons are named as Purchasers herein, the obligations on their part herein contained shall be joint and several. 如果两个或两个以上的人在此被命名为买方,对他们这方应承担的责任部份是连带的。
- 29. Any notification to the Purchasers to all the following addresses;

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任何买方通知至以下地址;

a. C/O _____

b. By e-mail to:

will be deemed to have been served upon him. 将被视为已送达他。

- 30. This agreement shall be construed and have effect in accordance with the laws of the Federation of St. Christopher and Nevis. 本协议应被依照圣克里斯托弗和尼维斯联邦的法律解释和生效。
- 31. The Seller and Purchasers confirm that they have read the foregoing Purchase Agreement, including Schedules "A", "B" & "C". 卖方和买方确认,他们已经阅读了上述买卖协议,其中包括附表"A", "B"和"C"。

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- 32.Schedules "A", "B" & "C" attached hereto and any amendments thereto shall form part of this Agreement.
 附表"A", "B"和"C"所附及其任何修订应当属于本协议。
- 33. This Agreement shall supersede any and all agreements and understandings between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire agreement between the parties hereto regarding the occupancy and use of the Unit, and no representative or inducement by or on behalf of the Seller prior hereto which is not included in this Agreement shall be of any force or effect.

本协议将取代任何和所有双方之间的协议和谅解协议,是相互理解和同意,本协议是双方之间关于占有和使用单位的全部协议,这是不包含在本协议中的卖方在此之前产生的代表或任何代表或诱使任何效力或作用。

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The following covenants shall be annexed to and shall bind the land and the apartment unit thereon comprising the property hereby sold and transferred to the Purchaser into whomsoever□s hands the same may come 以下条款应附并将土地和公寓单位的包括现产权出让和转让给买方至将到任何人士手上.

The sale of the exclusive right and franchise to occupy and use the said apartment shall with and be binding upon the Purchaser.

占用及使用该公寓的独家代理权和特许经营的销售应与买方具有约束力。

- a. No apartment owner shall make any structural addition, alteration or improvement to the apartment without the consent of the Management Organization (as hereinafter defined) either in writing or implication as hereinafter provided. The Management Organization shall have the obligation to answer any written request by the owner for approval of the proposed structural addition, alteration, or improvement to such apartment within 60 days, after such request, and failure to do so within the stipulated time shall constitute a consent by the Management Organization to the proposed addition, alteration or improvement. 没有管理组织同意 (定义见下文)或书写以下规定的含义,没有业主可对其公寓作出任何结构的加建,改建或改善。管理组织应当有责任在六十天内回答任何业主建议加建改建或改善其公寓的书面要求,在这样的要求后,如未能在规定的时间内响应,将构成管理组织同意提出的加建,改动或改善。
- b. All maintenance, replacement of, or repairs to any apartment whether structural or non-structural, ordinary or extraordinary, and to the doors and windows, electrical and plumbing and air- conditioning fixtures, within the apartment, shall be done by the apartment owner at the apartment owner \Box s expense excepting as

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otherwise specifically provided herein. The apartment owner shall not, without the written approval of the Management Organization, alter the color of the exterior wall, doors or windows. 所有维护,更换,维修公寓的结构性,非结构性,普通或特别的,和门窗,电气和管道和空气调节装置,在公寓里的,应由业主负责及负责所有费用,除在此另外有特别规定的. 公寓业主不应在管理组织未有批准下更换外墙门窗颜色.

- c. All maintenance, repairs and replacement to the common property shall made by the Management Organization and shall be charged to all the unit owners as a common expense of the maintenance budget, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of one or more apartment owners, in which case such expense shall be charged to such apartment owner or owners. 所有公共财产的维护,维修及更换,应由管理组织负责,费用由所有业主在公共支出的维护预算中摊付,除外的范围内,对同一个必要的疏忽,一个或多个公寓的业主使用不当或疏忽,在这种情况下,这些费用应当计入个别公寓的业主。。
- d. Charges for the supply to any unit of electricity, water, gas and any other utility capable otherwise specifically provided herein. Charges for the supply of utilities to the common property shall be paid by the Management Organization and are chargeable to the unit owners as a common expense. 提供任何单位的电,水,气及所有其他公共设施均收费,否则在此明确注明。对共同财产的供应的费用应管理组织支付的,由业主单位作为一种日常支出费用。
- d. No apartment shall be used for the purpose of any trade or business or the carrying on of any profession such as office for a doctor, dentist, lawyer or hairdresser except that, any apartment may be used for tourist rentals. 没有房子可为任何贸易或业务或进行任何行业,如办公室的一名医生,牙医,律师或理发师.除任何可用于旅游出租公寓外。
- e. No laundry or washing shall be hung in such a way as to be visible from the outside of the apartment. 没有洗衣或清洗物可用外面可见的晾挂方式挂在公寓.
- f. No television antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to an apartment except as authorized by the Management Organization. 没有电视天线,塔或类似的结构或附件应建在或固定在公寓,管理机构授权的除外。
- g. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of an apartment without the written consent of the Management Organization first being obtained. 未经管理组织事先书面同意, 没有招牌, 广告牌, 告示或其他任何形式的宣传品放在公寓的任何部份。

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- h. No apartment owner shall store any combustible, inflammable or offensive material in any apartment. 业主不应存放任何可燃,易燃或攻击性物料在任何公寓内。
- i. No apartment owner shall cook food in or on any part of the apartment or common property except in the kitchen area and on the cooking appliance provided for same. 业主不应在公寓或公共地方的任何部分煮食,除了在厨房范围和提供合用的烹饪器具。
- j. No apartment owner shall throw or cause or permit to be thrown refuse out of the window of an apartment or from any terrace or balcony. 公寓业主不应抛出,或致使或允许在公寓的窗口任何露台或阳台抛出垃圾。
- k. All electrical appliances or equipment used in any apartment shall comply with the applicable regulations from time to time in force. 所有使用的电器或设备在任何公寓须遵守当时有效的适用规定。
- No air-conditioner may be installed in an apartment except in a location in the apartment approved by the Management Organization.
 除了在管理机构批准的公寓里位置,公寓其他位置不能安装空调。
- m. No animal, livestock or fowl shall be kept in an apartment, which is, in the opinion of the Management Organization, causing unreasonable interference with the use and enjoyment of the common property and other apartments. 公寓内不能饲养动物,家畜或家禽,根据管理组织的意见,这会导致使用公共地方和其他公寓受到不合理干扰。
- o. No instrument or other device shall be used within an apartment which, in the opinion of the Management Organization, causes a disturbance or interference with the comfort of the other apartment owners, guests or other occupants, and the Management Organization may specify hours within which the playing of any instruments, radio, television or instrument for the reproduction of sounds may be permitted. 在公寓内不得使用任何乐器或其他设备,管理组织的意见,会导致干扰或干扰其他公寓的业主,客人或其他住户的舒适,管理组织可以指定时间内,或会批准演奏任何乐器,广播,电视或仪器复制声音。
- p. No apartment owner shall cause any noise to be made or anything to be done that will interfere unreasonably with any apartment owner, guests or other occupants. 公寓业主不应作出任何嗓音或做任何会无理地妨碍任何业主,客人或其他人。
- q. No awning or shades shall be erected over and outside of the window or any article hung or placed on

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the outside windowsills of an apartment without the consent of the Management Organization. 在没有征得管理组织同意,篷布或百叶窗不应设置在外面的窗口或任何物品挂或放置在公寓的窗台 外。

- r. No owner shall do anything or permit anything to be done that would increase the risk of fire or the rate of premium for fire insurance on the building in which the apartment is situated, or any part thereof. 业主不应做或容许去做任何事情令火警风险增加或令位于大厦的公寓及任何部份的火灾保险费率增加.
- s. Each owner shall endeavor too preserve the plumbing and electrical systems of the building, and any damages to any of these systems caused by the wrongful act of any owner shall be repaid at the expense of such owner.

每名业主也应努力保持大厦管道和电气系统的建设,任何业主以不当行为做成任何这些系统有任何损坏,该业主应赔偿其支出费用。

t. An apartment owner shall not cut, maim, injure or otherwise damage any tree, shrub, hedge or flower garden on the common property, and an apartment owner shall be liable to the Management Organization for any damage done thereto by an apartment owner or the servant, agent, family or guest of such apartment owner. 公寓业主不得切割,损伤,伤害或毁坏公共地方上的任何树木,灌木,绿篱或花园,公寓业主应有责

公寓业主不停切割, 预伤, 伤害或毁坏公共地方上的任何树木, 灌木, 绿离或化四,公寓业主应有页任遵守对管理组织, 经公寓雇主或该公寓业主的受雇人, 代理人, 家人或客人造成的任何伤害。。

u. Except in recreational or storage areas designated as such by the Management Organization, there shall be no playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common property except that terraces and balconies may be used for their intended purposes.
 除了管理组织指定的娱乐或存储区域,在任何公共场所内应当有没有玩耍,休息,停车场,婴儿

除了管理组织指定的娱乐或存储区域,在任何公共场所内应当有没有玩安, 怀虑, 停车场, 受儿车, 婴儿围栏, 自行车, 货车, 玩具, 汽车, 凳子或椅子,除了预设为此用途的露台和阳台。

- v. No parking space may be used for any purpose other than to park private automobiles. 停车位除私家车停泊外,不可用于任何其他用途。
- w. An apartment owner shall at all times comply with directions of the Management Organization in relation to the disposal of garbage and the control or extermination of vermin, insects or other pests. 公寓业主应在任何时候都应遵守管理组织的指示于有关垃圾的处置和控制或消灭害虫,昆虫或其他害虫。
- x. Permit the Manager and its agents at all reasonable times, on notice (except in case of emergency when no notice shall be required), to enter the apartment for the purpose of inspecting it and

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maintaining, repairing or renewing pipes, wires, cables and ducts existing in the

apartment.

允许经理人及其代理人在任何合理时间的通知下(除非在紧急情况下,在没有通知应要求),进入公寓目的为检查和维护,修理或更新公寓内已存在的管道,电线,电缆及通风管道。

y. Forthwith pay all taxes, charges, out goings and assessments that may be payable in respect of the apartment. 及时支付所有的税款,费用,及评估涉及公寓的应付支出

- z. Repair and maintain the apartment and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted. 维修和保养的公寓,并保持在一个状态良好的修复,由火灾,风暴,暴雨或天灾造成合理的磨损和 损坏的除外。
- aa. Use and enjoy the common areas in such a manner as not to unreasonably interfere with the use and enjoyment thereof by other apartment owners or their families, visitors or guests. 使用及享用此公共地方,不要无理干涉其他公寓的业主或他们的家属,访客或嘉宾的使用和享受。
- bb. Not use the apartment or permit it to be used for such purpose as shall cause a nuisance or hazard to the occupant of any other apartment (whether an apartment owner or not) or the family of such occupant. 公寓不能或不允许企图用作对其他公寓的居住者(是业主与否)或其家人引起麻烦或危险。
- cc. The Seller and Purchaser confirm that they have read the provisions set forth in the foregoing Schedule and agree that they shall bind and run with the land and apartment unit thereon into whomsoever \Box s hands the same may come.

卖方和买方确认,他们已同意在上述附表所载的规定,他们应附录及执行在土地和公寓单位上,不论 到何人手上均一样。

Initials

Seller



This unit consists of _____ bedroom and _____ Bathroom of approximately _____ square feet. This floor plan is subject to changes

此单位由___卧室__浴室组成,房间面积约____平方呎.此平面图或会更改.

Initials

Seller

SCHEDULE "C" TO PURCHASE AND SALE AGREEMENT FOR VISTA VILLAS CONDOMINIUM UNIT _____

Bedroom (each)

Queen Size Bed Night stand Mirror 19/21 in TV (Master Bedroom) Lamps AC Ceiling Fans/light Radio alarm clock 卧室(毎间) 大号双人床 床头柜 镜 19/21 时电视(主人卧室) 灯具 空调 吊天花风扇/灯 收音机闹钟

<u>Kitchen</u>

Stove with ceramic top/stainless steel Dish Washer (24 ") Fridge Pots & Pans Plates Glasses Utensils Micro wave

Initials

Seller

Toaster Lights Washer/Dryer (stackable) Coffee maker 厨房 火炉陶瓷面/不锈钢 洗碗碟机(24 吋) 电冰箱 壶及平底锅 碟 杯 餐具 微波炉 烤面包机 灯具 洗衣/干衣机(堆栈式) 咖啡机

Living Room

Sofa Coffee table & side tables Table Lights TV Stand TV (32 ") Blinds A/C Pictures Ceiling Fans/light Floor Lamp Entrance Mat Dining Table & Chairs <u>客厅</u> 沙发 咖啡台及茶基 台灯 电视柜

Initials

Seller

电视(32时) 百叶窗 空调 落地灯 入门地垫 餐台

<u>General</u>

Linen sets Towel sets <u>一般</u> 配套床单 配套毛巾

Initials

Seller

The Seller and Purchaser confirm that they have read the foregoing Purchase Agreement, including Schedules "A", "B" & "C". 卖方和买方确认,他们已经阅读了上述买卖协议,包括附表"A","B"和"C"。

Dated this day of		, 20
The Common Seal of VISTA]	
VILLAS INC]	
is hereunto affixed by]	
, Director, who has]	
countersigned before and in the]	
presence of:- 董事,在见证人前加签]	
SIGNED by the Purchasers, 买家签署]	
]	
before and in the presence of: 在见证人前]	

Initials

Seller

Purchaser

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