

AGREEMENT OF PURCHASE AND SALE

购销协议

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of **XXX**, 2013, between ROYAL **XXXXXX** LIMITED incorporated under the Companies Act 1996 (No. 22 of 1996) of the Federation of St. Christopher and Nevis with its registered office situated at Amory Building, Victoria Road, P. O. Box 1058, Basseterre, St. Kitts, (“**Vendor**”), and **XXX, XXXXXXX**, China China passport no. **XXXXX0** (“**Purchaser**”), (together, the “**Parties**”) whereby the Purchaser agrees to buy and the Vendor agrees to sell the Unit set out in Schedule A, situated at Zenway Boulevard, Frigate Bay, St. Kitts known as the Marriott Residences St. Kitts, together with an undivided interest in the common property appurtenant to such Unit (being all hereinafter collectively referred to as the “**Unit**”), all in accordance with Condominium plan documentation registered against the lands in the Register of Titles for the Island of St. Kitts.

此买卖协议（“协议”）是由 2013 年 X 月 X 日，皇家圣基茨 **XXXX** 有限公司根据公司法注册成立，1996 年，（1996 年第 22 号），其注册办事处位于 **xxxx**，维多利亚路，邮政信箱 1058，巴斯特尔，圣基茨（圣克里斯托弗和尼维斯联邦“卖方 **XXX** 中国护照号 **XXXXX0** 居住在中国 **XXXXXXXXXX**（”买方“）（以下合称”双方“），据此，买方同意购买而卖方同意出售在附表 A 组，位于 Zenway 大道，Frigate 湾，圣基茨被称为圣基茨万豪公寓，连同附属于该单位（以下统称“单位”），一切按照计划文档对公寓的土地注册登记所有权为圣基茨岛屿。

1. **Payment of Purchase Price** The Purchase Price for the Unit is stated in Schedule A, Section 2.

The Purchaser shall pay as follows:

1. **支付购买价** 单位的购买价格是按附表 A 第 2 节。

买方须支付如下：

(a) An initial non-refundable deposit in the amount of Ten Thousand US Dollars (\$10,000) which shall be paid to Vendor’s Agent, xxx International Investments, Ltd., upon execution of the Unit Reservation Agreement; and

首付不可退还押金壹万美元（10,000 美元），作为执行“单位保留协议”的金额，应支付给卖方的代理 -- 国际投资有限公司；及

(b) A further refundable deposit of Ten Thousand US Dollars (\$10,000), which will be paid directly to Vendor, to be applied to the Purchase Price, upon execution of this Agreement; and

进一步交付可退还押金壹万美元（10,000 美元），这将直接支付予卖方，在执行本协议被应用到购房价格上；及

(c) The balance of the Purchase Price directly to Vendor at Closing (as defined in Section 4 herein); and

购买价余额在交易完成时直接的交付给卖方（定义见本在第 4 节）；及

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- (d) Any additional amounts payable to the Vendor at Closing in the amounts set forth in Schedule A, Sections 4 and 5.

附表A中第4及5节所载有其它完成交易时额外应付于卖方所有的款项

2. **Escrow Agent** Notwithstanding the foregoing, in the event an escrow agent is necessary, PricewaterhouseCoopers (“PWC”) with its office at Cor. Bank Street and West Independence Square, Basseterre, St. Kitts, West Indies, shall serve as escrow agent. PWC shall serve as escrow agent in accordance with the terms and condition set forth in its escrow agreement. Upon Closing, written request shall be made to the Escrow Agent by the Vendor and Purchaser for the release of the Purchase Price. Purchaser agrees that if he has selected any escrow agent other than PWC, he shall indemnify and hold Vendor and Marriott harmless from any losses, misappropriation, or misconduct by the escrow agent.

托管代理 尽管有上述规定，在托管代理事件是必要的，PricewaterhouseCoopers (“PWC”)，在 Cor. 银行街 及 西独立广场，巴斯特尔,圣基茨,西印度群岛设有办公室，应可作为托管代理。根据托管协议所载的条款及条件，应以PWC作为托管代理。直至交易完成，卖方和买方应书面要求将购买价交予托管代理。买方同意，如果他选择PWC以外的任何托管代理，由托代理做成之损失、挪用或不当行为，买应赔偿卖方和万豪的所有损失。

3. **Description of Unit** The Unit is described in Schedule A, Section 1. Notwithstanding the definition of “Unit” as contained in the Declaration of the Condominium, for the purposes of calculation of the square footage of the Unit, the area of the Unit shall be calculated from the centre line of all interior unit boundary walls and partitions and from the exterior surface of all exterior unit boundary walls and partitions, all without deduction for column(s) and projection(s) necessary to the Unit. The square footage of the Unit shall also specifically include the area of any balcony being for the exclusive use of the Unit. The square footage of the Unit is set forth in Schedule A, Section 3.

“单位”说明 该单位解释在附表A第1节。尽管公寓宣言中所载的“单位”的定义，为计算单位平方尺的目的，单位面积应计算所有室内单元的边界墙和隔墙的中心线从所有外部单元的边界墙和隔墙，不扣除柱(所有)和规划单位所需的外表面。单位我平方尺面积，也应具体包括任何的独家使用单位的阳台面积。载于附表A，第3平方尺的单位。

The Parties agree that purchase of the Unit hereunder includes the fixtures and chattels set out in Schedule B attached hereto. The Purchaser covenants to pay in advance for any extras ordered, and acknowledges and agrees that such payment shall be refundable only in the event that this transaction is not completed due to a default by the Vendor.

各缔约方同意，购买单位下文载于附表B所附包括灯具和动产。买方契诺提前支付任何额外附加单，并承认和同意该款项将在这一交易由于卖方违约的关系而未能完成才予以退还。

4. **Closing Date** The transaction of purchase and sale contemplated herein shall be completed pursuant to Schedule A, Section 6 (this date or its advancement or extension as provided herein to be referred to as the “Closing Date” or “Closing”), provided that the Vendor reserves the right to extend the Closing as set forth in this Agreement. Closing shall take place within St. Kitts at a place designated by the Vendor and after reasonable notice to the Purchaser.

截止日期 根据附表A第6购买和销售应于此完成的交易（此日期或提前或延期，本文提供被称为

“截止日期”或“截止”)，条件是根据此协议，卖方有权延长本协议规定的截止日。交易将于圣基茨内由卖方合理通知买方后的指定的地方。

5. **Purchaser's Financial and Personal Information** Unless otherwise waived by the Vendor, the Purchaser hereby agrees, at any time or times within fifteen (15) days of demand made by the Vendor or the Vendor's Solicitor, to submit to the Vendor or the Vendor's Solicitor any financial and personal information necessary to effect the Closing, including written advice as to how the Purchaser wishes to take title; if the Purchaser is a corporation or other business entity, names of corporation's principal shareholders.

买方的财务和个人信息 除非另有由卖方豁免，买方特此同意，如要影响截止日期，在任何时间或在15（15）天内由卖方或卖方的律师要求，向卖方或卖方的律师提供任何必要的财务和个人信息，包括书面意见为何买方有此要求；如果买方是一个公司或其他商业实体，需提供公司的主要股东的名称。

The Purchaser is hereby notified that a consumer's report containing credit and/or personal information may be referred to at any time in connection with this transaction and the Purchaser consents to such report being obtained.

特此通知买方，消费信贷和/或个人信息的报告，可能涉及到此交易的任何时候，买方需同意卖方可取得该报告。

6. **Utilities** The Purchaser shall be responsible for arranging and for the payment of telephone service and for the payment for any other service to the Unit, the provision of which is not the obligation of the Vendor, or the Condominium Corporation, and the cost of which is not included in the common expenses, including payment for any applicable installation charges. The Purchaser shall upon taking possession of the Unit, make all applications to utility suppliers to have the utility account(s) transferred to its name.

公共事业设备 买方应负责安排和支付其单位的电话服务和任何其他有关服务，这是卖方或公寓大厦公司没有义务提供，其费用是不包含在共同开支内，及不包括任何适用的安装费用的支付。买方须于接管单位，将所有公用设施供应商的账户转移到其名下。

7. **Unit Improvements** Any improvements, betterments or alterations which are not being installed by the Vendor which the Purchaser desires to make on the premises (the "**Unit Improvements**"), shall be made by the Purchaser after closing, but only in accordance with the Condominium Declaration and By-Laws and the regulations and rules established by the Manager (as defined in Section 29 hereof) from time to time, including the following:

单位改进 买家应在完成交易后，才作出任何在有关单位建筑物内非由卖方实施安装的改进、改良或变更，但只有按照由管理人不时制定关于大楼的公告和章程，法规和规则（定义见第29条规定），包括以下：

- (a) the Purchaser shall provide the architectural review board or other committee designated by the Board of the Condominium Corporation with detailed plans, sketches or blueprints as required by the Board for the Unit Improvements, prepared by a qualified architect or engineer

illustrating such improvements in sufficient detail, and copies of which shall be retained by the Board and turned over to the Condominium Corporation for its records.

买方须提供建筑审查委员会或公寓大楼公司董事会指定的其他委员会, 由单位改进董事会要求单位改进的详细计划, 草图或蓝图, 准备足够的细节说明这种改进的一个合格的建筑师或工程师, 董事会将保留副本并上缴到公寓公司作为它的记录。

(b) the Purchaser shall, prior to any Unit Improvements or changes being made, obtain the Condominium Corporation's and Board's consent thereto, which consent may not be arbitrarily withheld;

买方须作出任何单位改进或变更前, 获得公寓大楼公司董事会同意, 其允许不得任意撤销;

(c) the Purchaser shall obtain all necessary permits from the appropriate governmental authorities prior to commencement of the Unit Improvements;

买方应当在单位改进开始之前从相应的政府机关取得所有必要的许可证;

(d) the Purchaser shall not make any: (i) roof or structural alterations; (ii) alterations to the structure of the Unit; or (iii) any alterations to mechanical or electrical systems of the Unit;

买方不得在本单位: (i) 屋顶或结构改变 (ii) 改建的结构单位;或 (iii) 任何机械或电气系统, ;

(e) the Purchaser shall pay promptly all outstanding accounts of any tradesmen or suppliers of materials or any others who may be able to place a construction lien on the Unit and/or on any part of the common property as a result of any Unit Improvements and if any such lien is registered on title the Purchaser shall immediately discharge same; and

买方须立即支付所有未偿还因任何单位改进的的商人或材料供应商或任何其他可能能够施工留置权扣押单位和/或任何部分的共同财产的欠款, 如有此类留置权登记, 买方须立即处理免除; 及

(f) the Purchaser shall pay all costs incurred by the Board to update the architectural plans of the Condominium to reflect such improvements.

如实施改进, 买方须支付由董事会更新建筑大楼的建筑蓝图所引起的所有费用, 以反映有关的改进。

8. **Title** The Purchaser specifically agrees to accept title subject to all restrictions, easements, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licenses and easements now registered or to be registered for the supply and installation of telephone services, electricity, gas, sewers, water, television and/or cable facilities and the other usual services to or for the benefit of the Condominium or any adjacent or neighbouring property, or which may be required by the Vendor, the Manager, or any owners of adjacent or neighbouring properties for access to or entry from such properties, (including, without limitation, easements, rights-of-way and/or agreements for access, service,

support, amenities, cost-sharing, and the like for and with adjacent or neighbouring property owners), and further subject to all development, site plan, subdivision or other agreements or similar agreements entered into with any government authorities (hereinafter collectively referred to as the “**Development Agreements**”), and subject to the terms and conditions contained in the registered Condominium Documents.

所有权 买方明确同意接受所有权的所有限制，地役权，侵权协议，条件或与土地契约运行，并受制于所有权利，许可证和地役权登记或登记的电话服务供应及安装，电力，煤气，污水渠，水，电视及/或电缆设施和其他一般服务或利益的公寓或任何相邻或邻近的财产，或由卖方，经理人，或任何业主可能需要相邻或邻近物业访问或进入该等物业（包括但不限于，地役权，权利的方式和/或协议准入，服务，支持，设施，费用分摊，及类似品，并与相邻的或相邻业主），并进一步遵守所有的开发，选址方案，拆细或任何政府机关（以下统称为“开发协议”），并须经所载条款及条件订立的其他协议或类似协议注册公寓文档。

The Vendor shall not be obliged to register on title to the Unit a release of any of the Development Agreements or of the registered restrictions or covenants, and the Purchaser shall satisfy himself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements and all restrictions and covenants registered on title.

卖方毋须注册单位所有权发布在任何发展协议或注册限制或契约的所有权，及买方须遵守有关规定。买方同意遵守及符合与发展协议的条款和规定所有限制和契约注册所有权。

The Purchaser further acknowledges and agrees that retention by relevant governmental authorities of security, in the form of letter(s) of credit, performance bond(s), etc., satisfactory to such governmental authorities to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed as satisfactory compliance with the terms and provisions of the Development Agreements.

买方进一步承认和同意，保留有关政府机关的证券、以信用证的形式、履约保证金...等等，符合政府机关的要求下保证达成在发展协议下任何未偿还债务，应为购销项下拟进行交易的目的，被视为符合遵守发展协议的条款和规定。。

The Purchaser agrees to accept the Memorandum of Transfer transferring title from the Vendor to the Purchaser subject to the following:

买方同意接受转让备忘录从卖方转移所有权到买方通过下列：

- (i) the terms, conditions, rights and responsibilities set out in the Declaration, Description and By-laws in the form submitted by the Vendor for registration;

条款、条件、权利和责任宣言、说明及法律的形式登记由卖方提交；

- (ii) any easements or licenses for the installation and maintenance of any public or other utilities including without limitation, telephone, hydro, gas, sewer, water, cablevision and any

rights-of-way which may be required by the Developer or adjacent owners;

任何地役权或许可任何公开或其他公用设施的安装和维护，包括但不限于电话、水电、煤气、下水道、水、有线电视和可能开发商或相邻业主要求的任何通行权；

(iii) any registered restrictions or covenants that run with the land provided the same have been complied with;

遵守在随着土地已在运行的相同的任何注册限制或契约；

(iv) any applicable zoning laws and regulations of the Federation of St. Christopher and Nevis and any amendments thereto in effect at the date of delivery of Memorandum of Title provided the same are not violated by the Vendor and the Unit and improvements on the lands;

任何适用区划法和圣克里斯托弗和尼维斯联邦法规及其任何修订，在其交付所有权备忘录的生效时提供了相同并不违反卖家、单位及在土地上的改进；

(v) any agreements with a governmental body or agency; and

政府机构或代理机构签订的任何协议；

(vi) any agreements with respect to cost sharing or shared use of facilities or access with the adjoining hotel or with the adjoining timeshare development.

任何协议就成本共享或共享设施或使用毗邻的酒店或与相邻的分时度假发展。

The Purchaser shall examine the title at his own expense and shall not call for the production of any title deeds or abstracts of title, proofs, evidence of title or occupancy certificates, nor have furnished to it any copies thereof other than those in the Vendor's possession or control.

买方须自费检查的所有权，不得要求产生任何业权契据或摘要的所有权、证明、所有权或占用证书的证据，也没有提供它比那些在卖方拥有或控制的其他任何副本。

The Purchaser shall be allowed to submit its requisitions on or before the tenth (10) day after written notice of the Closing Date is given by the Vendor's Solicitors (if required to be given pursuant to this Agreement) or until thirty (30) days prior to the Closing Date set forth in this Agreement if such notice is not required to be given, and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to title, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations, be null and void and the deposits paid shall be returned to the Purchaser except for the reservation deposit and the amount of any extras or changes ordered by the Purchaser and as yet unpaid, and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages.

买方应被允许在卖方律师发出的十（10）天截止日期的书面通知或之前提交其请求（如果需要可根据本协议），或如果该通知不须给予，可直至三十（30）天前本协议规定的截止日期，

如果在这段时间内，买方向卖方书面提供任何有效的反对所有权，如买方将不会放弃，卖方将无法或不愿意消除，本协定的规定，即使任何干预行为或谈判，是无效的，并已付订金应退还买方除了预订押金和任何额外设备或更改下令由买方尚未付款金额，而卖方须有进一步的责任或义务，不得任何费用或损失承担责任。

Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted title from the Vendor to the Unit.

除在这段时间提出合理反对外，买方应被视为最终已接受从供应商的单位所有权。

The Purchaser further agrees to accept title from the registered owner and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit.

买方进一步同意接受为单位的注册拥有人，并接受有关单位业主的业权契约代替事件，即使卖方并不是单位的注册业主。

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, or otherwise, and/or the Vendor may require that the Purchaser deliver his separate written covenant on Closing, and/or the Vendor may require the Purchaser to register such restrictions, easements, covenants or agreements as a separate Instrument.

卖方有权转让的具体条款的插入有关这样的限制，在本协议中买方地役权、条款或契约，或以其他方式，和/或卖方可要求买方交付他的单独的书面截止契约，和/或卖方可要求买方注册这样的限制，地役权，契约或协议作为一个单独的手段。

9. **Parking** All outdoor parking shall be for the shared use of the condominium unit owners and their tenants and guests, without designated or reserved parking.

泊车 所有室外停车场应为公寓单位业主和租户和嘉宾共同使用，没有指定或预留停车位。

10. **Closing Adjustments** Unearned premiums for fire, perils and liability insurance, fuel, land and house taxes, condominium common expenses, water, hydro, assessment rates, (except insofar as the same are included in the common expenses), shall be adjusted to reflect that these costs are only the responsibility of the Purchaser commencing on the Closing Date and shall be paid by the Purchaser on Closing.

结尾调整 火灾，危险和责任保险，燃油，土地和房屋税，公寓共同费用，水，水能，评估利率（除非同一包括共同费用），未到期保费应调整，以反映这些成本于截止日期起，买方于完成时由买方应支付的责任。

Land and house taxes, if any, shall be estimated by the Vendor for the calendar year in which the Closing Date falls, and shall be adjusted as if they had been paid in full by the Vendor and as if the Unit had been separately assessed, subject to readjustment when the actual assessment for the Unit is available, and the Purchaser shall reimburse the Vendor proportionately for any taxes required to be paid by Vendor in excess of the amount so adjusted.

土地和房屋税，如果有的话，应由卖方估计为日历年度的截止日期后，及如果他们已由卖方全额支付应调整及如果单位已分别评估，调整单位的实际评估时，买方应按比例补偿卖方已支付任何税费的超出调整额。

The Purchaser shall provide on Closing a series of post-dated cheques payable to the Condominium Corporation, or enter into an automatic debit arrangement or similar requirement as may be established by the Condominium Corporation or the Manager for common expense contributions attributable to the Unit after Closing.

买方须提供在截止期一系列的期票应付于公寓公司，或进入自动付款安排或类似的规定，可以在单位截止后设立由大楼公司或基金经理的公共开支计划供款。

The Purchaser shall also pay at Closing the costs of installation of hydro/gas/water meters for or within the Unit in the amount of US\$1,500. The Purchasers shall also remit a payment equal to two (2) months condo fees to the condominium reserve fund.

买方须在截止时支付单位内安装水电/燃气/水表的成本，金额为1,500美元。买方须汇款，支付等于两（2）个月的公寓费共管储备基金。

The Purchaser agrees that he will be responsible for the utilities, including water and hydro costs for the Unit, after closing. The Purchaser agrees that water consumption at the Unit may be paid for by the Condominium, in which event the Purchaser shall be responsible for his pro rata portion of same as part of the common expenses.

买方同意在交易完成后将会负责单位使用的公共设施费用，包括水及电。买方同意，在单位的用水量可能会由公寓支付，在此情况下，买方须负责为他按比例共同费用的一部分。

11. **Assignment** The Purchaser shall not advertise for sale, list for sale, sell or assign his interest under this Agreement or in the Unit at any time until after the Closing Date without the prior written consent of the Vendor, which consent may not be arbitrarily withheld.

转让 根据本协议或本单位，直到截止日期后任何时间没有卖方事先书面同意，买方不得做广告销售，销售清单，销售或过户，须同意不得任意拒绝。

12. **Completion of Unit and Project** The Purchaser agrees to have his representative meet the Vendor's representative not less than seven (7) days prior to the Closing Date to inspect the Unit and to list all deficiencies in the Unit on the Vendor's form of completion certificate, which certificate shall be executed by both the Purchaser's representative and the Vendor's representative, and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work, and such work shall be completed by the Vendor within a reasonable time after closing having regard to weather conditions and the availability of supplies and labour.

单位及工程完成 买方同意在不少于截止日期七（7）天前有他的代表接触卖方的代表单位进行检查，并在供应商的完工证书表格上列出单位内所有的缺陷，该证明书须由代表买方和卖方的代表共同执行，应构成卖方只承诺有关未完成或缺不足的工作，而这些工作，应在截止后，考虑到天气条件和提供物资和劳动力的合理时间内由卖方完成。

The Purchaser agrees that no further request for completion or correction of items may be maintained by the Purchaser, and that this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser shall not be entitled to obtain possession of the Unit without executing the said completion certificate.

买方同意,没有进一步由买方保留的要求完成或改正的项目,这应当作为卖方可考虑能完全和充分发放。买方将无权获得占有该单位而不执行说完工证书。

Notwithstanding anything to the contrary contained herein, the Vendor warrants and guarantees to the Purchaser that all materials and equipment installed by the Vendor are new (except as expressly excepted) and of good quality, and that all work, materials and equipment furnished shall be free from failure under ordinary usage for a period of one (1) year from the Closing Date. The Purchaser acknowledges that the Unit is located within an existing building that has been remodelled, and is not new construction, and that some of the existing amenities in the building might be being utilized.

尽管于此任何反意包含,卖方向买方保证及担保,所有材料和设备由卖方安装的都是新的(除非明确注明除外)及质量好,由截止日起计,所有的手工、材料和设备布置在正常使用情况下为一(1)年期的免费保修。买方确认,单位所在地在现有的建筑是已改建,并非新的建筑,以及一些现有设施建设可能会被利用。

The Purchaser acknowledges, understands and agrees that the Vendor and its affiliates are engaged in construction activities in connection with the development of the areas adjacent to and within the vicinity of the Unit, and/or the development of other areas affiliated with the Marriott or the Zzen Group. Construction activities shall continue from the date hereof, through and after the date of closing. The activities shall include, but will not be limited to, grading, clearing, excavating, filling and levelling parts or all of the adjacent lands, the construction of roads and drainage, the installation of utility facilities, and the construction of other buildings within the Units.

买方承认,理解并同意,卖方及其联属公司从事建筑活动与毗邻地区的发展,并在附近的单位,和/或其他地区的发展,隶属于万豪或集团Zzen。建筑活动在此刻将继续并在截止日期后。活动应包括,但不会是有限,分阶段,清理,挖掘,填充和平整的部分或全部相邻土地,道路和排水系统的建设,安装公用设施和其他建筑物单位内的建设。

The Purchaser agrees not to object to such construction or claim such construction, and/or the resultant noise, dust, vibration or consequential inconvenience constitutes a nuisance. The Purchaser hereby waives any right which he has or may obtain arising out of any torts giving rise to a claim for damages or injuries for such activities, provided that the Vendor and or his affiliates act reasonable in the carrying out of such works.

买方同意不反对这类建设或索赔此类建设,和/或由此产生的噪音,灰尘,振动或间接不便构成滋扰。倘若卖方及其联属公司合理行动进行该等工程,买方特此放弃,他已经或可能取得任何侵权行为引致受伤或财产损失的索赔等活动而产生的任何权利。

The Purchaser agrees to cooperate and coordinate with the Vendor and/or any contractor employed by the Vendor so as to minimize any potential interference with the construction on the Property. The Purchaser agrees that it shall not object to any application for any Government approval regarding such building and acknowledges and agrees that this covenant shall survive the closing of this transaction and may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

买方同意与卖方及/或任何卖方所雇用的承包商的合作和协调，以尽量减少任何潜在的干扰与物业建设。买方同意，不得反对任何有关该建筑物的任何政府批准的申请，并承认和同意，这契约免除买方于此提出任何反对或异议辩解为禁止或阻碍此次截止交易日。

The Vendor shall complete the common property as soon as reasonably practicable, but the failure of the Vendor to complete the common property or to complete the Unit beyond the minimum standard required by applicable government authorities to allow possession thereof, on or before the Closing Date, shall in no event entitle the Purchaser to refuse to close the within transaction on the Closing Date or to fail to remit to the Vendor the Purchase Price required to be paid by the Purchaser hereunder, or to maintain any holdback of any part of the Purchase Price.

卖方须完成尽早合理可行的共同财产，但卖方未能完成的共同财产，截止日期或之前完成或超出适用的政府部门要求的最低标准，其允许拥有完成的单位，在任何情况下不得使买方拒绝在截止日期完成交易，或在此协议下应付而未付汇到给卖方的购买价，或保留及制止购买价的任何部份。

The Purchaser acknowledges and agrees that the Vendor reserves and has the right, prior to and/or after registration of the Condominium, to combine certain of the proposed units currently described, or, alternatively, to divide certain of the proposed units into smaller units within the building envelope. Provided that the percentage interests and corresponding percentage contributions toward common expenses of such combined or divided units approximate, in the aggregate, the proposed units which they replace, i.e., such that the remaining unit purchasers are not materially affected with respect to their percentage co-ownership interests in the common property and corresponding percentage contributions toward common expenses arising from such division or combination of proposed units in the Condominium.

买方承认并同意供应商保留权利，之前和/或之后注册的公寓，将合并某些当前说明的提议单位，或者，在建筑围护结构内将某些提议单位划分为更小的单位。只要合并或分割的单元近似的共同费用的百分比权益和相应的百分比出资，作为一个整体，他们替换提议的单位，也就是，剩余的单位购买的百分比共同所有权权益的共同财产和相应的百分比贡献等拆细或合并建议的单位在大楼的公共开支方面并无重大影响。

The Purchaser acknowledges and agrees that the Vendor reserves and has the right, prior to and/or after registration of the Condominium, to change the location of the boundaries of any particular unit, in its sole, exclusive and unreviewable discretion, save and except the boundaries of the said Unit which is the subject of this Agreement.

买方承认并同意供应商保留权利，之前和/或之后注册的公寓，改变任何特定的单元边界的位

置，在其唯一的、独家的和无法予以审查的酌情权，惟上述单位，这是本协定适用的界限。

The Purchaser acknowledges that the Vendor reserves and has the right to market blocks of units and/or to lease blocks or any unit(s) within the proposed Condominium, on terms and conditions satisfactory to the Vendor in its sole, absolute, arbitrary and unreviewable discretion.

买方承认并同意供应商保留权利推销整片的单位和/或建议的大楼内租用任何整片单位，在条款和条件符合供应商在其唯一的、绝对的、任意的和无法予以审查的酌情权。

The Purchaser acknowledges that on the Closing Date the Condominium Corporation that is created by registration of the Condominium Documents will have entered into a Management Agreement wherein the Vendor, or a party designated by the Vendor, has been engaged as Manager, and the Purchaser agrees to accept title subject to the same. The Purchaser acknowledges that as of the date hereof, the Vendor has designated the manager of the adjacent Marriott Hotel, being Luxury Hotels International Management St. Kitts Limited, as Manager.

买方确认，于截止日期的公寓大楼文件登记所建立的公司已订立管理协议，其中卖方，或由卖方指定的一方，已获委聘为经理，买方同意接受受到相同的职称。买方确认，于本公布日期，卖方已指定相邻的万豪酒店，豪华酒店国际管理圣基茨有限公司，作为经理人的经理。

The Purchaser acknowledges and agrees that an approval of the Vendor's engineer or his certificate shall constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters. This clause does not waive any potential claim by the Purchaser for misrepresentation or negligence by the Vendor's engineer.

买方确认并同意，卖方的工程师或批准其证书应构成完全和绝对接受由买方所有建设事宜，其包括的质量和足量，但不限于，所有的机械，结构和建筑事宜。这条文不放弃任何潜在索偿由买方卖方的工程师作出失实陈述或疏忽。

The Purchaser acknowledges that it is the present intention of the Vendor that the Condominium Corporation will be entering into a shared facilities agreement with the adjacent Marriott Resort. Under such agreement Unit owners, together with their tenants and guests shall be entitled to the use of the hotel amenities. The costs arising from such shared facilities agreement shall be included in the condominium common expenses.

买方确认，卖方的公寓公司目前有意，将进入到一个共享的设施与相邻的万豪度假酒店的协议。根据该协议的业主单位，连同他们的租户及客人有权使用酒店设施。这种共享的设施协议所引起的费用应列入共管共同费用。

13. **Registrations** Each party is to pay all costs of registration of their respective documents. The Purchaser shall at Closing pay any applicable transfer taxes and other costs of closing including legal fees for the preparation and registration of the Memorandum of Transfer. The Vendor shall not be obliged to release the Memorandum of Transfer for registration until it is in receipt of the entire balance due on Closing by certified funds.

登记 每一方登记各自的文件付出相应费用。买方须于完成时支付任何适用的转让税和结尾的其他费用，包括法律费用的准备和转让备忘录登记。卖方毋须实时登记，直到在截上日时收到全部尾款并通过资金认证后将发出转让备忘录。

The Purchaser shall not register or cause to be registered on the title of the lands that are the subject of this Agreement, notice thereof, or any caution with respect to this Agreement, and any registration thereof in contravention of this paragraph shall constitute default under this Agreement.

本协议标的的主题是买方不得注册或要注册土地拥有权，有关通知，或任何有关本协议的警示，和任何登记之违反本款规定在本协议应当构成违约。

14. **Binding Agreement** This Agreement shall constitute a binding agreement of purchase and sale and all deposits paid hereunder shall be non-refundable unless otherwise specifically provided herein.

具有约束力的协议 本协议应构成具有约束力的购销协议，并支付所有存款，除非另有明确规定外，本合同项下不予退还。

It is agreed and understood that there is no representation, warranty, collateral term or condition affecting this Agreement or the Unit, or for which the Vendor can be held responsible in any way, whether they be contained in any sales material or brochures, or alleged against any sales representative or agent, other than as expressed herein in writing.

同意和理解没有任何表示，保证，质押期限或条件影响本协议或单位、不论他们是否被包含在任何销售材料或小册子、或声称对任何销售代表或代理商，卖方不以任何方式负责，除这里以书面形式表示以外。

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and permitted assigns.

本协议应而致使其向有利于订约各方具有约束力，和他们的继承人、遗嘱执行人、管理员、接班人及获允许代理人。

This Agreement shall be governed by and enforced in accordance with the laws of the Federation of St. Christopher and Nevis and shall be construed and have effect in accordance with such laws. If there is more than one purchaser herein the obligations of purchasers shall be joint and several.

本协议应受，并按照圣克里斯托弗和尼维斯联邦，并应按照有关法律解释和具有效力的法律强制执行。如果有一个以上的买主于此承付买方的责任，应连带。

The Documentation, including the Schedules attached hereto, all form part of this Agreement and is binding on the Parties.

文件，包括在此附表所附的所有构成本协议的一部分，是对双方均有约束力。

15. **Re-Entry** Notwithstanding Closing, the Vendor or any of its authorized representatives shall be entitled, at all reasonable times with a reasonable notice prior to entry, or in an emergency at any time without notice, to enter the Unit in order to make inspections, and to do any work or repairs required by the Vendor in its discretion.

重新进入 尽管结束,卖方或任何其授权代表应有权在任何合理的时间,有合理的通知前提下,或在紧急情况下在任何时间,恕不另行通知,进入单位进行检查,并做任何卖方在其自由裁量权下的工作或修理需要。

16. **Purchaser's Default** In the event the Purchaser defaults on any of his obligations herein contained, prior to Closing, and fails to remedy such default within ten (10) days of being so notified in writing, the Vendor, in addition to any other remedies this Agreement provides or at law available, may at its option declare this Agreement to be at an end and any deposit monies together with all monies paid for any extras or changes to the Unit shall be retained by the Vendor as its liquidated damages and not as a penalty.

买方违约 倘买方在截止前在此拖欠任何承付款项,及未能十(10)天内书面通知纠正该等拖欠,卖方,除本协议规定的任何其他补救措施,或在法律上可,在其选择权下可能宣布本协议中止,任何订金,连同任何额外支付的所有款项或变更单位应保留由卖方作为违约赔偿金,而不作为惩罚。

In the event of the termination of this Agreement by such events, the Purchaser shall execute such releases and other documents or assurances as the Vendor may require with respect to releasing the Purchaser's interest in the Unit, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be its lawful attorney to execute such releases, documents and assurances in the Purchaser's place.

在此情况下中止本协议事件,买方须执行这样的发布,和其他文件或保证,卖方可能会要求释放买方的权益单位,倘买方未能或拒绝执行上述的,买方特此任命卖方是其合法的代理人来执行买方这地方的释放,文件和保证。

17. **Purchaser's Extras** Notwithstanding anything herein to the contrary, the Vendor shall have the right to claim and be paid for any monies due from the Purchaser, or paid by the Vendor for the Purchaser, in respect of any obligation of the Purchaser hereunder including without limitation for extras or damages, notwithstanding that the purchase and sale aspect of this transaction is completed or otherwise terminated.

尽管本文有任何意思相反,卖家应当有权索赔和应支付的任何款项,或由卖家为买方已支付,有关买方在此的所有责任包括但不限于额外或损毁,尽管这项交易的购销方面是完成或终止。

18. **Unsold Units** The Purchaser shall not interfere with the completion by the Vendor of other units and/or the common property. The Vendor shall complete the common property and the other units, according to its schedule of completion, and closing with respect to the Unit herein shall not be delayed on that account. Until all of the units are completed and sold, the Vendor may make such use of the unsold units and the common property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the display of promotional and sales signs, and the inspection of units by prospective purchasers. The Vendor may from time to time lease any unsold unit(s).

未出售单位 买方不得干扰由卖方和/或共同财产与其他单位的完成。供应商应按其计划完成公共财产和其他单位，有关此单位不应由此缘故而延误结束。卖方可能会利用未售出单位及公共财产完成促销，直至所有单位完成及售出，包括但不限于，维护一个销售办公室，展示促销和销售标志、和潜在买家视察单位。卖方可能不时租赁任何未售出的单位。

19. **Condominium Documents** The Vendor covenants and agrees to provide the Purchaser with copies of the condominium documents prior to the Closing Date. The Purchaser agrees that the Vendor shall have the right to make any changes to the Condominium Documents which may be required by any applicable Registry Office, or any governmental authority having jurisdiction in that regard.

公寓文件 卖方承诺，并同意向买方提供的截止日期之前，公寓文件的副本。买方同意，卖方有权进行在登记办事处要求下，或任何政府机关在这方面有管辖权下，更改任何公寓文件。

20. **Normal Settlement** The Vendor will not be required to correct any defects caused by the normal settling of the Unit and common property constructed or located on the property.

卖家将不会被要求去纠正单位和构建共同财产或财产上正常处理而引起的任何缺陷。

The Purchaser acknowledges that in the event that after registration of the Declaration the board of directors of the Condominium Corporation attempts to initiate any action or law suits against the Vendor as a result of damage caused to the Unit and common property as a result of settling, the Purchaser shall not cast his ballot or otherwise vote in favor of such action, acknowledging that the Purchaser has agreed to the limits of the Vendor's liability contained in this paragraph. The Vendor may plead this clause in any court of law as a defence to any action brought by the Purchaser or the Condominium Corporation.

买方确认,如果申报登记后,公寓公司董事会就因由卖家对单位及公共财产处理结果造成的损害,尝试启动任何行动或法律诉讼,买方不得投下他的选票或相反投票支持此行动,确认,买方已同意在本段所载对卖方的责任限制。买方或公寓公司带来任何行动,卖方可以这一申辩条款在任何法院作为辩护。

21. **Damage to Project** The Unit and common property shall be and remain at the risk of the Vendor until Closing. In the event of damage to the Unit or common property, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all sums paid by the Purchaser to the Vendor on account of the Purchase Price, save and except monies paid on account of the occupancy or other fees and monies paid for extras, or, may make such repairs as are necessary and complete this transaction. It is understood and agreed that all insurance policies and the proceeds thereof are for the benefit of the Vendor alone.

项目损毁 直至交收结束, 单位和公共财产的风险应维持在卖方。在单位或公共财产的损毁的情况下, 卖方可全权酌情终止本协议, 及向买方退还所有由买方支付予卖方的购买价格款项, 除了款项缴付占用或其他支付额外的费用及款项以外, 或者, 可能是进行必要的维修并完成这项交易。双方理解并同意, 所有保险政策及收益是为供应商单独的利益。

22. **Insurance** The Purchaser acknowledges and agrees that the Vendor and the Condominium Corporation shall obtain fire and hurricane insurance coverage on the building only, and not on any of the Purchaser's improvements, fixtures or furniture. It shall be the sole responsibility of the Purchaser from and after the Closing Date to obtain insurance coverage on any of the Purchaser's improvements, fixtures or furniture and to replace and/or repair the same in the event of their respective removal, damage or destruction.

保险 买方确认并同意, 卖方及本大楼公司, 应取得火灾和飓风保险覆盖建设, 而不是任何买方的改进, 装置或家具上。买方应当负主要责任, 在截止日期后, 申请获得保险买方的任何改进, 设备或家具, 可更换和/或维修于在上述事件中分别拆除、损坏或破坏。

23. **Time of the Essence** Time shall be of the essence of this Agreement in all respects and, except as otherwise provided herein, any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or their respective solicitors who are expressly authorized in that regard.

时间重要性 时间在本协议中非常重要, 除另有规定外, 任何放弃, 延期, 删节或修改任何时间规定均属无效, 除非以书面形式提出, 并由订约各方签署或彼等各自之律师在这方面的明确授权。

24. **Non-Merger** The Purchaser's covenants and agreements herein shall not merge on the Closing Date, but shall remain in full force and effect according to their terms, notwithstanding the conveyance of title to the Unit and payment of the Purchase Price. The Purchaser agrees to give to the Vendor any further written assurances as to non-merger of the Purchaser's covenants on closing if so required by the Vendor.

非合并 买方的约定事项和协议在此应不合并截止日期, 但根据其条款应当保留完全有效及作用, 尽管单位转让拥有权和支付购买价格。如卖方有需要, 买方同意向卖方提供任何进一步的书面保证, 作为买方的契约在截止日不合并。

25. **Meanings of Words** The meanings of the words and phrases used in this Agreement and Schedules shall have the meanings ascribed to them in the Condominium Act, Chapter 10.3 , as amended, unless this Agreement or the context otherwise permits and this Agreement is to be read with all changes in gender and number required by the context.

词义 本协议及附表中使用的单词和短语的含义应在公寓法所赋予之涵义，第10.3章，经修订，除非本协议或文义另有允许，本协议是要理解为上下文中要求所有性别和数目更改。

26. **Tender** Any tender of documents or monies hereunder may be made respectively upon the Vendor or the Purchaser, or any other party acting on their behalf and money may be tendered by negotiable cheque certified by a chartered bank or trust company or wire transfer.

偿付 本合同项下的任何提供单据或款项可以分别对卖方或买方作出，或任何其他方代理代表他们，款项可以通过可转让支票递交经特许银行或信托公司或电汇。

Such tender shall be made on the Closing Date, by attendance by the parties or their representatives at a place in St. Kitts determined by the Vendor and after reasonable notice by the Vendor to the Purchaser.

这种偿付应在截止日期，由当事人或其代表经卖家决定并合理的通知买方后，在圣基茨岛一个地方出席。

In the event that the Purchaser or his representative does not attend at such time and the Vendor or its representative is in attendance, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor and shall be estopped and forever barred from claiming that the Vendor was unable to unwilling to complete the transaction in accordance with the provisions of this Agreement.

如果发生了在约定时间期间，卖家或其代表出席了，而买家或其代表并未出席，那此买家通常被视为放弃对卖家付款，应禁止和永远禁止声称卖家无法、不愿按本协议规定完成交易。

27. **Notices**. Any notice required to be given to the Purchaser may be made by giving same to the Purchaser's Solicitor and shall be deemed to be given if delivered or mailed by prepaid ordinary post addressed to the Purchaser at its address or to the Purchaser's Solicitor at the address noted below, or faxed or emailed to the Purchaser or the Purchaser's Solicitor and shall be deemed to be given on the day of personal delivery or the next business day after the day of mailing or on the day of transmittal, if faxed or emailed.

通知 要给予买方的任何通知，可被视为相同于给予买方律师，并应被视为预付普通邮递送达或邮寄给买方的地址或买方律师并将地址在下方注明，或传真或通过电子邮件发送给买方或买方之律师，并应被视为给予个人交付的当天，或如果传真或电子邮件，邮寄一天后的下一个营业日或当天送，。

28. **Headings** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.

标题 在本协议中的标题插入只为方便和识别，并决不意图用于描述，解释，定义或限制范围于本协议或在此任何规定。

29. **Marriott Management and Trademarks** The Purchaser acknowledges that the Vendor has formed the Condominium Corporation and on behalf of the Condominium Corporation will or has entered into a Management Agreement with Luxury Hotels International Management St. Kitts Limited as "Manager" to manage the residential condominium project (the "**Residential Project**") known as MR ST. KITTS MARRIOTT which during the term of the Management Agreement shall be styled the "Marriott Residences St. Kitts."

万豪酒店管理和商标 买方确认供应商设立了公寓公司，这表示公寓公司与圣基茨豪华酒店国际管理有限公司将或有签订管理协议作为“管理人”来管理住宅公寓项目 ("住宅项目") 称为圣基茨万豪先生，管理协议期内应称呼“圣基茨万豪公寓。”

The Vendor shall at its sole discretion determine when to enter into said Management Agreement but shall do so no later than the sale and/or building of the seventy fifth (75th) Unit whichever is earlier. For the period of time, if any, prior to entering into the Management Agreement with Luxury Hotels International Management St. Kitts Limited ("**Pre Branding Period**"), the responsibility and management of the Residential Project shall be substantially discharged by the Vendor in accordance with the terms of the draft Management Agreement. A copy of the draft containing the substantial terms of the Management Agreement shall be included in the Condominium Documents.

供应商应自行决定何时进入管理协议，但应不超过销售和/或建筑的第七十五（第75）单元，以较早者为准。在这段时间内，如果有的话，订立豪华国际酒店管理圣基茨有限公司（“品牌前期”）的管理协议前，责任和管理的住宅项目，应由供应商根据管理协议草案的规定实质地履行。包含管理协议的实质性条款草案的副本应列入共管公寓文档。

The Purchaser during the Pre Branding Period shall, jointly with the other owners of the Units and the Condominium Corporation, observe and perform all the terms and conditions contained in the draft Management Agreement which are to be observed or performed on their part by the Purchaser and the other owners.

买家在品牌前期应与其他单位业主和公寓公司，遵守及执行所有管理协议草案所载条款及条件，买方和其他业主的部分也必须得到遵守或履行。

Upon the execution of the Management Agreement, the Purchaser shall, jointly with the other owners of the Units and the Condominium Corporation, observe and perform all its terms and conditions which are to be observed or performed on their part by the Purchaser and the other owners. If requested by the Vendor, the Purchaser shall, jointly with the other owners of the Units, procure the execution of such Management Agreement by the Condominium Corporation, and/or adoption or amendment of the by-laws of the Condominium Corporation as are necessary to ensure that a Management Agreement when executed remains in force and effect from the date of execution.

在管理协议的执行上, 买家应与其他单位业主和公寓公司, 遵守及执行所有管理协议草案所载条款及条件, 买方和其他业主的部分也必须得到遵守或履行。如卖家要求, 买家应, 联合地跟其他单位的业主一起, 通过公寓公司取得这样的管理协议的执行, 和/或如有必要通过或修订公寓公司章程, 以确保生效之日起执行时管理协议仍然有效。

The name of the Residential Project as the "Marriott Residences St. Kitts" ("**Approved Name**") is authorized by the Manager under the Management Agreement, subject to the following conditions:

管理人根据管理协议授权住宅项目的名称为“圣基茨万豪公寓”(“名称核准”), 并须以下条件:

- (i) The Approved Name may only be used (i) on signage on or about the Residential Project, (ii) by the Condominium Corporation, individual purchasers, and their agents, solely to identify the address of the Residential Project or the Units.

被批准的名字可能仅被使用于(i)有关住宅项目的标牌上, (ii) 由公寓公司、个别买家和其代理人, 只用于标识的住宅项目或项目单位的地址。

- ii) The Approved Name may only be used for the Residential Project for the term of the Management Agreement, which term is subject to the Manager's right to early termination by written notice if the Hotel Management Agreement (for the adjacent Marriott hotel) expires or is terminated.

核准名称可能只被用于住宅项目任期中的管理协议, 如果在酒店管理协议(相邻的万豪酒店)到期或终止, 其中任期管理人的权利将书面通知提前终止。

The Purchaser further acknowledges that (i) the Purchaser has no right, title or interest in the Marriott Trademarks (as such term is defined in the Management Agreement); and (ii) in the event the Management Agreement between the Condominium Corporation and the Manager is terminated for any reason, all use of the Marriott Trademarks shall cease at the Residential Project, all indicia of affiliation of the Residential Project with the Marriott Companies (as such term is defined in the Management Agreement), including all signs or other materials bearing any of the Marriott Trademarks, shall be removed from the Residential Project, and all services to be provided by Manager to the Residential Project shall cease.

买方进一步确认(i) 买方无权, 在万豪商标所有权或利益(如在管理协议中的条款定义); 和(ii)如发生管理人和公寓公司之间的协议由于任何原因终止, 所有在住宅项目使用的万豪商标应停止, 所有住宅项目联盟公司有关万豪公司的所有标记(等同在管理协议中定义的条款), 包括

所有的标志或其他材料的任何万豪的商标，应在住宅项目中移除，所有由管理人就住宅项目提供的所有项目应停止。

The Purchaser acknowledges that: (i) use of the Marriott Trademarks shall be limited to use of the Approved Name (a) only on signage on or about the Residential Project and only during the term of the Management Agreement, and (b) by the Condominium Corporation, individual purchasers, and their agents, solely to identify the address of the Residential Project or the Units and (c) with no other use permitted of the Marriott Trademarks; (ii) the Purchaser shall not acquire by virtue of his or her purchase of the Unit, any right, license or ability to use any Marriott Trademark; (iii) Manager reserves the right (whether by itself or through an affiliate or licensee or franchisee) to license and/or operate other residential projects using the Marriott Trademarks or any other trade name or trademark available to Manager or its affiliates at any location, including a location adjacent or proximate to the Residential Project; (iv) all uses of the Marriott Trademarks, including the Approved Name, are subject to removal upon the expiration or termination of the Management Agreement; (v) if required by any applicable laws, the Vendor will obtain the approval from the relevant government authorities to have the registered name of the Residential Project changed so as to eliminate any use of the Approved Name and/or the Marriott Trademarks; and (vi) the Purchaser shall irrevocably and unconditionally waive the right to claim or receive any damages, including consequential, incidental, special, or punitive damages, arising out of, pertaining to or in any way associated with the cessation of the use of the Marriott Trademarks at or in connection with the Residential Project upon the expiration or termination of the Management Agreement.

买方确认：(i) 万豪酒店商标的使用应限于核准名称的使用(a)只在管理协议条款限期内，在住宅项目的标志上，和；(b) 由公寓公司、个别买家，或其代理人，只用于住宅项目或单位标识地址，和(c) 没有其他许可使用万豪商标的；(ii) 买方不得获取根据他或她购买的单位，任何权利、许可证或能力使用万豪酒店的任何商标；(iii) 管理人保留权利（无论是本身或通过关联公司或持牌人或特许经营）许可和/或操作其他住宅项目使用万豪商标或其他任何商品名称或商标的任何位置，经理或其关联公司提供，包括相邻或邻近的住宅项目的位置；(iv) 所有的万豪商标，包括核准名称，会在管理协议期满或终止后移除；(v) 如果被任何适用的法律要求，卖家将由政府相关部门获得批准其住宅项目的注册名称更改以消除任何使用核准的名称和/或万豪商标；(vi) 与属于或任何有关在住宅项目关联上根据期满或中止停止使用万豪商标所引起的，买方应不可撤销地和无条件放弃索取或接受任何赔偿的权利，包括间接的，附带的，特殊的，或惩罚性的损害赔偿。

The Purchaser acknowledges that: (i) the Purchaser shall not lease or resell the Units to any Person (as defined in the Management Agreement) if such Person or any of its Affiliates (as defined in the Management Agreement) is a Specially Designated National or Blocked Person (as defined in the Management Agreement); and (ii) no more than five (5) Units in the development may be sold to or otherwise held by the same Person or an Affiliate of such Person.

买方承认：(i) 买方不得出租或再销售该单位给任何人（如管理协议中定义）如此人或其附属成员（如管理协议中定义）是是一个特别指定的国家或被封锁的人（如管理协议中定义）；和(ii) 不超过五(5)个在发展中的单位会被销售予相同的人或他们的附属成员持有。

The Purchaser acknowledges that: (i) the Unit is being developed and sold by the Vendor and not by the Manager or Marriott; (ii) Marriott has not confirmed the accuracy of any marketing or sales materials provided by the Vendor, (iii) Marriott is not part of or an agent for the Vendor and has not acted as broker, finder or agent in connection with the sale of the Unit; and (iv) the Purchaser waives and releases Marriott from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, or construction of the Units or the Residential Project.

买方承认：(i)该单位是由卖家而并非由管理人或万豪酒店发展及销售；(ii)万豪没有证实卖家提供的任何精确营销或销售的材料；(iii)万豪酒店不属于卖方或其代理的一部份，并没有担任在有关联于销售单位中的经纪人、中间人或代理人；(iv)买方放弃及豁免万豪酒店免受任何责任就任何表现或缺陷或任何索偿，无论何事涉及到单位或住宅项目的营销，销售或施工。

The Purchaser shall execute at closing an instrument of restriction which shall include the following restrictions intended to bind all future and subsequent owners of the Unit:

买家将执行在结束时的一个限制手段包括以下限制以约束将来及随后的所有单位业主：

TERMS OF COVENANTS

契约条款

- i. Not to do any act or omit to do any act, the effect of which will lead to the non-acceptance of, or the non-assignment of, the Management Agreement dated (the "**Management Agreement**") entered by the Vendor and Luxury Hotels International Management St. Kitts Limited ("**Marriott**");

不做任何行动或不采取任何行动，其效果会导致不接受，或不分配，由卖方和圣基茨豪华酒店国际管理有限公司（“万豪”）订立之协议（“管理协议”）；

- ii. Not to do any act or omit to do any act, the effect of which will lead to the non-performance by Condominium Corporation, of the terms and conditions of the Management Agreement which are on their part to be observed or performed by the Condominium Corporation;

不做任何行动或不采取任何行动，其效果会导致公寓公司不执行，其被观察及执行管理协议的条款部份；

- iii. Not to do any act or omit to do any act, the effect of which will lead to (a) the failure of the Condominium Corporation to execute such Management Agreement, and/or (b) the failure of the Condominium Corporation to adopt or amend the by-laws of the Condominium Corporation as are necessary to ensure that the Management Agreement continues to remain in force and effect from the date of constitution of the Condominium Corporation;

不做任何行动或不采取任何行动，其效果会导致(a)公寓公司未能执行这样的管理协议，及/或(b)公寓公司未能执行，如有必要采用或修改公寓公司的章程确保管理协议在期间继续有效，并从公寓公司的章程的日期起生效；

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- iv. Not to assert any right, title or interest in the Marriott Trademarks (as defined in the Management Agreement);

不声称在万豪商标有任何权利或利益（如管理协议中定义）；

- v. Not to use the Marriott Trademarks or any indicia of affiliation of the Residential Project with Marriott other than the use of the Approved Name solely to identify the address of the Residential Project or the Units, and upon the termination of the Management Agreement not to prevent the removal from the Residential Project of all Marriott Trademarks;

不使用万豪商标或任何有关住宅项目万豪标记，除了使用被批准的名字只在于标识住宅项目或单位的地址，和在管理协议终止时不避免要从住宅项目移除所有万豪商标；

- vi. Not to assert any right to acquire by virtue of his or her purchase of the Unit, any right, license or ability to use any Marriott Trademark;

不得凭借他或她购买了单位而声称取得任何权利、许可证或能力去使用万豪商标；

- vii. Not to challenge any right on the part of Marriott (whether by itself or through an affiliate or licensee or franchisee) to license and/or operate other residential projects using the Marriott Trademarks or any other tradename or trademark available to Marriott or its affiliates at any location, including a location adjacent or proximate to the Residential Project;

不要要求任何权利在万豪部份以使用万豪商标、万豪其他或其附属在任何地点其他商标名或商标、得到许可证及/或经营其他住宅项目，包括相邻或邻近的住宅项目的位置；

- viii. Not to do any act, or omit to do any act, the effect of which will lead to the failure or refusal by the relevant government authorities to approve the change of the registered name of the Residential Project so as to eliminate any use of the Approved Name (as defined in the Management Agreement) and/or the Marriott Trademarks;

不做任何行动或不采取任何行动，其效果会导致的失败或由有关政府部门拒绝批准住宅项目的注册名称的变化，从而消除任何使用经批准的名称（如管理协议中定义）和/或万豪商标；

- ix. Not to assert any right to claim or receive any damages, including consequential, incidental, special, or punitive damages, arising out of, pertaining to or in any way associated with the cessation of the use of the Marriott Trademarks at or in connection with the Residential Project upon the expiration or termination of the Management Agreement;

不声称任何权利要求或接受任何赔偿，包括间接的，附带的，特殊的，或惩罚性的损害赔偿，所引起的，属于或与在管理协议期满或终止后连接的住宅项目相关的任何方式停止使用万豪商标；

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- x. Not to lease or resell the Units to any Person (as defined in the Management Agreement) if such Person or any of its Affiliates (as defined in the Management Agreement) is a Specially Designated National or Blocked Person (as defined in the Management Agreement);

不得出租或再销售单位予任何人（如管理协议中定义）如此人或其附属成员（如管理协议中定义）是是一个特别指定的国家或被封锁的人（如管理协议中定义）；

- xi. Not to sell any Units in the Residential Project that will lead to the ownership of more than five (5) Units in the Residential Project by the same Person or an Affiliate of such Person; and

在住宅项目中不得销售任何单位给那会导致住宅项目中业权超过五 (5)个单位予相同的人或他的附属成员持有; 和

- xii. Not to sell any Unit to any Person without ensuring that such Person agrees to abide, and be bound by, the above terms and conditions.

不得销售任何单位给任何人 不保证同意遵守及受上述条件及条款约束的人

30. **Agreement to Run with the Land** The covenants contained in this Agreement shall run with the title to the real property benefited and burdened thereby, being specifically the property and the lands owned by the Royal in the Project and shall be binding on and ensure to the benefit of the respective mortgagees and successors in title of the parties hereto to the effect that no party acquiring any interest in either the property or the project shall act contrary to, or other than in accordance with the provision of this Agreement.

随土地转移协议 在本协议中所载的契约应与不动产所有权的受益与负担一起, 因此, 在项目具体的财产和土地由皇家拥有的, 及应具有约束力, 并确保在此各自的权利承接人及接班人订约各方的利益, 以致没有任何一方对取得所有权或违反项目感兴趣, 或与本协议的条款一致。

The Purchaser undertakes to have registered and noted on the back of the Certificate of Title the Covenants agreed to herein and contained in any schedules to this Agreement, and each Party to this Agreement covenants and agrees with each other to obtain from any mortgagee, purchaser, or transferee or such other party, an agreement in registrable form to assume and be bound by all obligations of this Agreement in respect of those lands mortgaged or acquired by such purchaser or transferee.

买方承诺已经注册及接受在此产权证书后面注释的各项公约和本协议的任何附表所载, 和本协议每一方契约及同意与对方取得任何抵押权, 买方或受让方或其他方, 有关由买方或承让人获得或这些土地抵押, 在登记表格上的协议承担并遵守本协议的所有义务。

31. **Membership of Home Owners Association** The Purchaser accepts that it is a condition of this Agreement that at Closing and so long as he retains ownership of the Property he shall be and continue to be a member of the Home Owners Association and shall abide by its Rules and agrees to pay the relevant membership fees and dues in a timely manner.

业主协会的成员 买方接受, 这是本协议一个条件, 于完成时, 只要他保留该物业的所有权, 他将继续成为业主协会的一个成员, 应当遵守它的规则, 并同意支付会费并及时缴纳会费。

32. **Management Agreement** The Purchaser agrees that should for any reason the Management Agreement in place be terminated for whatever reason then the Purchaser accepts that the Vendor shall at its sole discretion taking cost into account, enter into a new management agreement, provided it is a brand that occupies no less than a similar position in the market place as the previous manager of the Project.

管理协议 买方同意, 应当有一些理由其管理合约在某些原因下中止, 则买方同意, 卖方可全权酌情出于成本考虑, 开始一项新的管理协议, 提供一个不低于前项目管理在市场上相同位置的品牌。

33. **Undertaking by Vendor to execute Documents** Subject to the Purchaser complying with all relevant obligations, the Vendor hereby undertakes to do all such acts and things and to execute all such Deeds and documents as may be necessary to fully and effectively vest the Property in the Purchaser, free from, other than those agreed, all charges, liens and other adverse interests upon closing.

卖方承诺执行文件 受买方遵守所有相关的义务, 卖方特此承诺采取一切有关行动及事宜及签立所有该等契据及文件, 可能需要充分及有效地授予所有权给买方, 免于, 除已同意外, 所有费用, 扣押权, 及其他不利的利益至完成。

34. **Vendor Closing Documents** On or before the date of closing the Vendor shall provide to the Purchaser the following documents:

卖方完成文件 在完成当日或之前, 卖方应当向买方提供下列文件:

(a) a duly executed Memorandum of Transfer conveying the Legal and beneficial title to the Property to the Purchaser subject to the permitted encumbrances and requiring the Purchaser to assume the restrictive covenants set forth in the Agreement and the Schedules thereto attached;

正式执行法律及实益所有权转让备忘录传送到该物业予买方, 受许可的期限要求买方承担本协议中规定的限制性条款。

(b) a certificate of adjustments detailing adjustments to the Purchase Price;

一份详细说明调整购买价的调整认证;

(c) If applicable a certificate of membership of the Resort club;

如果适用, 一个度假俱乐部的会员证书;

(d) Such other documents which may be reasonable necessary, and/or expected to be delivered by the Vendor in order to complete the Agreement contemplated herein.

该等其他文件，这可能是合理的必要的和/或由卖方为了完成本协议如期交付。

35. **Purchaser Closing Documents** On or before the date of closing, the Purchaser shall provide to the Vendor the following:

买方完成文件 在完成当日或之前，买方应当向卖方提供下列文件：

- (a) the balance of the Purchase Price due on closing as detailed in the Statement of adjustment payable to the Vendor or as he shall direct in immediately payable funds denominated in United States Currency;

在调整应付报表中详细列明在截止日到期应支付给卖家的购买价余额，或者他应直接在立即以美国货币计算支付资金；

- (b) if applicable a duly executed Application for membership of the Resort club;

如果适用正式签立申请度假村俱乐部的会员；

- (c) such other documents which may be reasonable necessary, and/or expected to be delivered by the Purchaser in order to complete the sale and purchase contemplated herein.

该等其他文件，这可能是合理的必要的和/或由买方为了完成本协议如期完成购销。

36. **Closing and Registration** All documents and cheques shall be delivered in escrow at the place of closing and it is specifically agreed that nothing will be complete at closing until everything required as a condition precedent at the Closing having been paid, executed, delivered and all documents have been accepted for registration. Purchaser agrees that he will not submit the documentation for registration until he has complied with all the conditions precedent, which are part of his obligations under this Agreement.

完成及登记 所有的文档和支票须交付完成交易的地点托管，并它是明确地同意，在截止日期不视作完成，直至所有要求在一先决条件下，是在交易截止日期已支付、执行及交付所有已接受登记的文档。买方同意，他不会登记提交的文件，直到他已遵守所有先决条件，这是他的本协议项下的义务的一部分。

37. **Schedules** The following Schedules are attached hereto and form an integral part of this Agreement:

附表 以下所附附表是本协议不可分割的组成部分：

- Schedule A – Summary of Terms 附表 A -摘要条款
- Schedule B – Unit Features and Specifications 附表 B - 单位的特性和规格

IN WITNESS WHEREOF, Purchaser and Vendor have hereunto set their hands and seals this **XX** day of **XXX**, 2013

以资证明 双方于此随本誓章附上并手写及印章签认在2013年 X月6日。

Purchaser: 买方:

XXXX

Name: 姓名: XXXX

Address: XXXXXXX, China China

地址: 中国北京市 XXXXXXX

Telephone: 电话: +86-XXXXXX

Email address: 电邮地址: leolam@swmlimited.com

Witness: 见证:

SWM Limited International Investment

Co., Ltd Mr. Leolam/ Managing Director

Vendor: 卖方 XXXXXXX Ltd

Name: 姓名:

Title: 职称:

Royal XXXXXXX Limited

P. O. Box XXXX, and

Frigate Bay, St. Kitts

Attention: XXXX

Vendor's Solicitors:

XXXXXXX & Co, Barristers & Solicitors

XXXXXXX Basseterre, St. Kitts

Attention: XXXXXX QC

Email: XXXX@XXX.com

Phone No.: 1 869 XXXXX6

Fax No.: 1 869 XXXXX6

XXXXXXX, Barristers & Solicitors

XXXXXX, Unit 37,

XXXXXXH9

Attention: XXXXXX

Phone No.: 1-XXXXXX6

Fax No.: 1-XXXXXXX0

Buyer, representative Lawyer in St. Kitts

XXXXXX LLB (Hons)

买方予圣基茨代表律师

Attorney-at-Law

Basseterre, St. Kitts

Tel: 869-XXXXXX0

Fax: 800-XXXXX7

website: www.XXXXX.com

email: XXXX@XXXX

I, the undersigned, hereby acknowledge this date having received a signed copy of this Agreement.

我, 签名人, 特此承认这个日期收到签署本协议的副本。

Purchaser 买方

6th XXXX 2013

Date 日期