

Special Notice

1. This is a sample contract drafted according to “Contract Law of The People’s Republic of China” and the “City of Shanghai Real Estate Transfer Method” by the Shanghai Municipal Housing, Land and Resources Administration.
2. Parties of the contract entrust the supervisory organization to use this contract to carry out supervision of the completion of the purchase and sale of this real estate stock.
3. It will be up to the concerned buyers and sellers to settle on how to fill in the blanks of the contract through discussion.
4. The sale and purchase of real estate is a civil legal action, which involves a target that has a large price, a strong technicalities, with many legal standards. At the time that both parties sign this real estate contract into effect, the questions listed below should be noted:
 - a. At the time of signing a contract of real estate sale and purchase, the person who holds the certificate of property rights on record should sign and stamp this contract.

The person who holds the records of the property rights certificate should come to a unanimous decision with their spouse before selling the real estate property. If the spouse raises objections after the sale of this property, it will be up to the property rights certificate holder to accept legal responsibility.

- b. It is up to the building seller to exchange the home over to the buyer according to the date and method on the contract and the buyer will confirm and accept. Both parties of the contract should specify the date of transaction and acceptance and should choose a method of exchange in Article 4.
- c. Quality conditions are a necessary inclusion to the contract of purchase and sale and the home being sold and purchased should be able to maintain the performance of normal functions. The property rights holder should entrust a qualified home inspection organization to carry out an appraisal of the home’s safety for all homes that have surpassed reasonable limits on the tenure of use.
- d. Before the contract of the purchase and sale of real estate is signed, the seller should provide the buyer with the relevant registration information for their examination of validity and check if there are any property right controversies or other limitations regarding the property rights in order to uphold their own personal rights.
- e. When buying and selling homes that are already in use as rental units, the seller should notify the tenant three months in advance of the sale and the tenant is to have priority purchasing rights under equivalent conditions. If the tenant relinquishes priority purchasing rights, the buyer should continue to fulfill the terms of the lease and should sign an updated principal leasing contract with the tenant.
- f. Land use rights after the purchase and sale of the real estate property

In the sale of buildings, the land use rights for the state-owned land occupied by the building is changeable. Among them, regarding the sale of garden residences and non-residential land allotments which have not supplied a land transaction fee, the buyer should process the transaction of land use rights transfer for state owned land through the Municipality, District (County) Real Estate Property Management Department and supply the land transfer fee.

The certificate of real estate property rights indicate the land's tenure of use and involved parties should indicate the real and true year in Article 3, item "a" of the contract; involved parties should choose Article 3, item "b" for the payment land transfer fees for land use rights according to regulations.

- g. Residential homes on collective land that have not yet been requisitioned according to the law can only be sold to individuals in possession of the conditions to apply for residential building construction within the scope of the village (town) where the home is located. Non-residential buildings can only be sold to collective economic organizations or individual managers within the scope of the village (town) in which the building is located.
 - h. Regarding the purchase and sale of residential buildings that have already been put into use, whether or not the original registered permanent resident living in the home promptly moves out will influence the rights and benefits of the buyer, apart from the exchange of the building and transfer of rights. The involved parties can specify the conditions under which the registered permanent will move out in the provisional conditions.
 - i. According to rules of the Shanghai Municipality Residential Property Management, after the real estate property has been transferred, the concerned parties should submit a written notice of the real estate property's situation of transfer to both the proprietary management committee and the department of property management; update the name on the building maintenance fund account and pay the balance within maintenance fund, which can be agreed upon by the concerned parties in the supplemental conditions.
5. Before concerned parties sign the contract of sale and purchase into effect, they should examine the real estate transaction supervision contract.
 6. Arbitration Law of The People's Republic of China establishes the arbitration system and once concerned parties of the contract choose to enter into arbitration, they are no longer able to bring the case to the court.
 7. In order to protect the rights of both the buyer and seller, at the time the contract is signed through the online operating system, the system will require both the buyer and seller to separately set up a password, which both the buyer and seller

are asked to please properly save them in order to log in at a later date to revise or cancel the contract.

Shanghai Real Estate Property Purchase and Sale Contract

(Contract number: _____)

Parties entering into real estate contract

Seller (Party A):

Buyer (Party B):

According to relevant laws and regulations of the People's Republic of China and relevant city regulations, both parties A and B adhere to the principals of voluntary, fair, and true credit and through unanimous agreement, establish this contract as a means of mutually abiding by its terms.

Article 1 Both parties A and B [have not been introduced by an intermediary brokerage] [were introduced through _____ intermediary company (licensed real estate broker: _____, broker's license number: _____)], and Party B will receive the building possessed by party A, the use rights to the land occupied by the building's parameters (referred to hereafter as "real estate") and the real estate's specific situation, as follows:

1. The certificate number of the legally obtained real estate rights of Party A is:
_____.
2. Real estate location: _____
Building type: _____; structure: _____;
3. The floor area of the building is _____ square meters and the surface area of the land use rights included within the parameters occupied by this building are _____ square meters in [surface area] [apportioned surface area].
4. For the blueprint of the building and real estate boundaries, please see Attachment 1.
5. The rights to the land within the parameters occupied by this building are [state owned] [collectively owned]; land use rights of state owned land may be obtained by the method of [land transfer] [allotment] [_____].
6. The equipment (not including attachments to the building) that will be transferred along with the building, as well as the situation of the interior decorating, is described in Attachment 2.
7. For other related items regarding the transfer of real estate property by Party A (including deposit, contiguous areas, leases, etc.), see Attachment 5.

Party A guarantees that they have given a true and accurate account of the real estate rights as pertaining to the condition, equipment, interior decoration situation and other related item. Party B fully understands Party A's account of

the real estate property's specific condition and is voluntarily purchasing this real estate property.

Article 2 Both Parties A and B will come to a consensus and agree to the aforementioned real estate transfer for the amount of RMB

_____ yuan, in writing: _____
thousand _____ hundred _____ ten
_____ ten thousand _____ thousand
_____ hundred _____ ten yuan.

It is up to Parties A and B to agree and confirm the method and time of payment by party B in the payment agreement (see attachment 3). After Party B has paid the home price, Party A should draw up a certificate of receipt to satisfy tax regulations.

Article 3 At the time that Party A transfers the property, the land use right will be processed according to clause _____ below.

- a. The tenure of use for the land use rights of the state-owned land occupied by this building begin on _____ year _____ month _____ day and terminate on _____ year _____ month _____ day. After Party A has transferred the aforementioned real estate property to Party B, the rights, duties, and other obligations described by the agreement of sale are transferred to Party B.
- b. According to the laws, regulations and rules of the People's Republic of China, Party B should process the transaction of sale of the land use rights and should pay the land transfer fee.
- c. _____

Article 4 Parties A and B agree that Party A will vacate this building and notify Party B to carry out confirmation of exchange upon or before _____ year _____ month _____ day. Party B should carry out an inspection of the situation of the building, its decoration and equipment within _____ days of being notified. After inspection and approval, [the signed building exchange certificate] [Party A's exchange of the building keys to Party B] [_____] will be a symbol that the building has been transferred.

Article 5 Party A promises that if during the time beginning on the day that this contract is signed until confirmation of building exchange there are any decorations or attached facilities listed in article 2 that are damaged or that become missing, Party A will pay Party B a penalty of [_____ times the estimated value] [a price of _____ yuan].

Article 6 Both Party A and B recognize that before _____ year
_____ month _____ day, [Parties A and B together] [entrusted to Party
A] [entrusted to Party B] [entrusted to _____] will apply to the
Real Estate Transaction Center to apply to transact the process of ownership transfer.

The aforementioned date for transfer of real estate ownership will be standardized according to the date that the application to hear the real estate rights transfer case is submitted to the _____ [City] [District] [County] Real Estate Transaction Center, but the Real Estate Transaction Center may make exceptions to decide not to grant a transfer according to the law.

Party A promises to actively assist when Party B or the entrusted person processes the transfer of ownership.

If Party A intentionally delays or does not provide relevant materials in a timely manner, Party B can investigate and penalize Party A with liability for breach of contract.

Article 7 The responsibility for the risk of the aforementioned real estate will be transferred to Party B on the day that [rights are transferred] [possession is transferred].

Article 8 After this contract becomes comes into effect, both Parties A and B should pay taxes and fees according the relevant regulations of the country and city.

Before the possession of the aforementioned real estate is transferred, unpaid property management, water, electricity, gas, communications, and other fees should be paid according to Attachment 4 of this contract.

Article 9 If Party B does not transfer the cost into escrow within the period stipulated by this contract, both Parties A and B agree to handle it according to clause _____ listed below.

- a. Each day that it is overdue, Party B will pay a penalty of _____% of the agreed upon transfer amount specified in Article 2 of this contract and the contract will continue to be carried out.
- b. Party B is late to transfer the cost into escrow by _____ days, Party A has the authority to cancel the contract and Party B should pay a penalty of _____% of the agreed upon transfer amount specified in Article 2 of this contract. If Party B's breach of contract causes Party A financial losses and Party A's real financial losses exceed the amount that Party B is to pay in penalties, the difference between actual financial losses and the penalty fees should also be compensated in full by Party B.

Article 10 In the case that Party A does not exchange the real estate property according to the time limit agreed upon in Article 4 of this contract, both Parties A and B agree to handle matters according to clause _____ below.

- a. Each day that it is late, Party A will pay a penalty of _____% of the agreed upon transfer amount specified in Article 2 of this contract and the contract will continue to be carried out.
- b. In the case that Party A is late to exchange the real estate property, Party B should provide written interpellation to Party A and if Party A has not raised any objections within _____ days of receiving Party B's interpellation, the contract can be terminated. Party A should pay Party B a penalty of _____% of the agreed upon transfer amount specified in Article 2 of this contract. If Party A's breach of contract causes Party B financial losses and Party B's real losses exceed the amount that Party A is to pay in penalties, the difference between actual financial losses and the penalty fees should also be paid compensated by Party A in full.
- c. _____

Article 11 Through the consensus of Parties A and B and under the prerequisite that no laws or regulations are being broken, the supplementary conditions or supplementary agreements signed into effect are an inseparable part of the contract of purchase and sale. In the case that the supplemental conditions and the conditions of the main body are not in agreement, the supplemental conditions should be used as a standard.

Article 12 Both Parties A and B agree to entrust Shanghai Online Real Estate Investment Management Co., Ltd. to carry out the supervision of the completion of this real estate transaction agreed upon in this contract and it is up to both Parties A and B to separately agree to entrust the supervision of matter, content, and powers to the supervising party, Shanghai Online Real Estate Investment Management Co., Ltd.

Article 13 This contract comes into effect from the time of [the signature of both Parties A and B] [the notarization by _____ notary] [the signature of Real Estate Transaction Supervision Contract by both Parties A and B with Shanghai Online real Estate Investment Management Co., Ltd.].

Article 14 The laws and regulations of the People's Republic of China are applicable to this contract. If either Party A or B has a dispute during the process of carrying out this contract, they should negotiate a settlement and in the case that a settlement cannot be reached, settle according to clause _____ listed below.

- 1. Submit to arbitration by the Shanghai Arbitration Commission;
- 2. Bring litigation to the people's court.

Article 15 This contract is duplicated _____ times and both Parties A and B hold _____ copies, _____, _____, _____, and Shanghai Online Real Estate Property Investment Management Co., Ltd. and Real Estate Registration Organization each hold one copy.