
APARTMENT SALES CONTRACT

Apartment number : «Tên_căn_hộ»

Floor : «Tầng»

Building :

PROJECT: HA TAY MILLENNIUM TOWER

BETWEEN

TSQ VIET NAM COMPANY

AND

Mr./ Ms.: «Họ_và_tên»

HA NOI – 2018

THE SOCIAL REPUBLIC OF VIETNAM

Independence - Freedom – Happiness

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Ha Noi,

2018

APARTMENT SALES CONTRACT

No:/2018/HĐMB - HATAY MILLENNIUM

- Pursuant to the Civil Code of November 24, 2015;
- Pursuant to the November 25, 2014 Housing Law;
- Pursuant to the Law on Real Estate Business dated November 25, 2014;
- Pursuant to the November 17, 2010 Law on Consumer Protection;
- Pursuant to Decree 99/2015 / ND-CP dated October 20, 2015 of the Government detailing and guiding the implementation of a number of articles of the Housing Law;
- Pursuant to the Decree No. 76/2015 / ND-CP dated September 10, 2015 of the Government detailing the implementation of a number of articles of the Law on Real Estate Business;
- Pursuant to Decree 99/2011 / ND-CP dated October 27, 2011 of the Government detailing and guiding the implementation of a number of articles of the Consumer Protection Law;
- Pursuant to the Construction Ministry's Circular No. 02/2016 / TT-BXD of February 15, 2016, promulgating the Regulation on management and use of condominiums;
- Pursuant to the Construction Ministry's Circular No. 28/2016 / TT-BXD of December 15, 2016, amending and supplementing a number of provisions of Circular No. 10/2015 / TT-BXD of December 30, 2015 of The Ministry of Construction regulates the training and retraining of professional knowledge and operation management of Apartment Building, Circular No. 11/2015 / TT-BXD dated December 30, 2015 of the Ministry of Construction regulating the granting real estate brokerage practice certificates; Guiding the training and fostering of knowledge of real estate brokerage practice, operating real estate trading floors, the establishment and operation of real estate trading floors and a number of regulations of the regulations management and use of Apartment Building issued together with Circular No. 02/2016 / TT-BXD dated February 15, 2016 of the Ministry of Construction;
- Pursuant to the Construction Ministry's Circular No. 19/2016 / TT-BXD of June 30, 2016 guiding the implementation of a number of contents of the Housing Law and Decree No. 99/2015 / ND-CP dated 20 October 2015 of the Government detailing and guiding the implementation of a number of articles of the Housing Law;
- Based on other relevant legal documents from time to time;
- Pursuant to Decision No. 1326 / QĐ-UBND of Ha Tay Provincial People's Committee dated July 27, 2007 approving the detailed planning of construction of the rate of 1/500 Ha Tay Millennium Tower (Ha Tay Millennium) , Yet Kieu Ward, Ha Dong, Hanoi;
- Pursuant to the Decision No. 3544 / QHKT-TMB-P4 dated August 12, 2015 of Hanoi Department of Planning and Architecture on approving the drawing of the General Plan of Millennium Tower Project;

- Pursuant to Decision No. 1768 / QD-UBND dated March 17, 2017 of Hanoi People's Committee on deciding investment policy to adjust Millennium Tower Project at No. 4, Quang Trung Street, Yet Ward. Kieu, Ha Dong district, Hanoi;
- Pursuant to the Land Lease Contract No. 365 / HDTĐ-STNMT-CCQLĐĐ dated June 15, 2018 between Hanoi People's Committee and TSQ Vietnam Company;
- Pursuant to the Decision on land allocation No. 2328 / QD-UBND dated 11/7/2008 of the People's Committee of Ha Tay Province (previously) on the recovery of 5,996.65 m2 of land in Yet Kieu Ward, Ha Dong City; change the purpose of using 5,324.67m2 area into residential land; allocating 5,607.0 m2 of land to TSQ Vietnam Company to implement the Thien Nien Millennium Tower Project (Ha Tay Millennium);
- Pursuant to Decision No. 3659 / QD-UBND dated June 16, 2017 of Hanoi People's Committee adjusting some contents stated in Clause 2, Article 1 of Decision No. 2328 / QD-UBND dated 11/7 / 2008 of Ha Tay Provincial People's Committee (previously);
- Pursuant to Official Letter No. 799 / HDXD-QLKT dated September 20, 2017 of the Construction Management Department to send to TSQ Vietnam Company about the announcement of the results of technical design evaluation of the Millennium Tower ;
- Based on construction permit No. 131 / GPXD dated 03/11/2017 of Hanoi Construction Department to grant construction permits for Millennium Tower Project at 4 Quang Trung Street, Yet Kieu Ward, Ha Dong District, Hanoi;
- Pursuant to Document No. 4823 / TD-PCCC-P6 dated 01/9/2017 of the Police Department of Fire Protection and CNCH granting Certificate of approval for fire prevention and fighting for Millennium Tower Project;
- Pursuant to the guarantee agreement No. 2020 / IVB-TTCBL / 2018 between Indovina Bank of Hanoi and Vietnam TSQ Company on guaranteeing the investor's obligations related to the delay of handing over the apartment;
- Pursuant to Official Letter No. 6262 / SXD-QLN of Hanoi Construction Department on the future formation of houses under the Millennium Tower Project (Ha Tay Millennium) eligible for business;
- Based on the capabilities and needs of the parties.

The parties below include:

I. TSQ VIET NAM COMPANY (Hereinafter referred to as "Seller")

- Certificate of investment: 011043000476 issued for the first time by the Hanoi People's Committee on April 24, 2009 (replacing the Investment Certificate No. 031043000006 issued for the first time on November 24, 2006 by the People's Committee of Ha Tay province, certified for the first change on 20 / 6/2007).
- Certificate of investment registration: Project code 8742707434 certified by Hanoi Department of Planning and Investment for the first time on March 4, 2008, certified for the second adjustment on April 3, 2017
- Headquarters: LK6D, Mo Lao urban area, Mo Lao ward, Ha Dong district, Hanoi city
- Phone: 024 33560666
- Account number: 2029998-002 at Indovina Bank, Hanoi

Tax code: 0500543854

Representative by: Mr. **DO QUAN**

Position: General Director of company

ID card number / Passport / CCCD: 111 988 151 Issuance date: 14/08/2006

Issuance place: Ha Noi public security

II. Mr. / Ms: (hereinafter referred to as "Buyer")

ID card number / Passport /
CCCD:

Issuance date:

Temporary residence card / visa:

Issuance place:

Valid from

Permanent residence:

Address:

Phone:

Email:

Account number (if any):

The buyer acknowledges that in the case of the Buyer having 02 (two) or more individuals, all references to the Purchaser in this Agreement shall mean each of them and the Buyer 's obligations and responsibilities. These are joint obligations. The Seller is not obliged to determine the obligations of each of the Purchaser but the Seller may require each individual of the Purchaser to perform its obligations under the Contract. For convenience, those of the Purchaser will automatically authorize the representative named in this Agreement ("Authorized Person") to act as a representative to perform transactions with the Seller on or relating to This Agreement and any actions of the Authorized Person shall be binding on all persons of the Buyer and the Seller without the need to obtain separate consent of each person or all persons of the Purchaser.

The Seller and the Purchaser are hereinafter collectively referred to as "Parties" and individually as "Parties".

The Parties agree to sign this apartment sales and purchase contract (hereinafter "Contract") with the following terms and conditions:

ARTICLE 1. INTERPRETATION OF TERMS

In this Contract the following words and phrases are construed as follows:

1.1 "Apartment" is an apartment built in a closed structure according to the approved design of the Apartment Building constructed by the Seller with the characteristics described in Article 2 of this Agreement. ;

1.2 "Apartment Building" is the Project's Apartment Buildings including Apartment, private business, service and office area and common building facilities, including

the section The campus (if any) of the Millennium Tower Project (HaTay Millennium) was built at the location: No. 4 Quang Trung street, Yet Kieu ward, Ha Dong district, Hanoi City, invested by the Seller. ;

- 1.3 "Contract" is the contract for the sales of this apartment and all the Attachments and Attachments attached, as well as any amendments and supplements to the contract for the sales and purchase of this apartment due to the Agreement. The party makes and signs in the course of implementing this Agreement;
- 1.4 "Apartment Price" means the total amount of the Apartment sales as defined in Article 3 of this Agreement;
- 1.5 "Net Sales Price" means the sales price of the Apartment (inclusive of the value of the land use right) excluding VAT and Apartment Building General Maintenance Fund as specified in Article 3.1 of the Contract this.
- 1.6 "VAT" is a value-added tax applicable to real estate transactions under this Agreement from time to time in accordance with law;
- 1.7 "House Warranty" means the repair, repair, replacement of items listed specifically in Article 9 of this Agreement when damaged, defective or inoperative operation without must be caused by the fault of the Apartment user for a period of time in accordance with the housing law and as agreed in this Agreement;
- 1.8 "Apartment Use Area" is the exclusive use area of the Purchaser Apartment calculated according to the clear size and recorded in the Certificate issued to the Purchaser, including the area of the partition walls of the rooms. in the Apartment and the balcony area, the lot (if any) attached to the Apartment; excluding the wall area of the house, the dividing wall of Apartments and the floor area of the column, the technical box inside the Apartment. When calculating the balcony area, calculate the entire floor area, in case the balcony has a common wall area, calculated from the inner edge of the common wall, which is clearly shown in the approved plan of the Apartment building;
- 1.9 "Apartment Building Floor Area" is the area calculated from the wall wall, the Apartment partition wall, including the columned floor area, the technical box located inside the Apartment;
- 1.10 "Purchaser's Own Ownership" means the area of the Apartment used in Article 1.8, other areas in the Building are recognized as private ownership (if any), technical facilities use separately associated with the Apartment and other areas owned by the Purchaser (if any);
- 1.11 "Seller's Own Ownership Part" is the area in the Apartment Building but the Seller does not sell but retains it for use or business and the Seller does not allocate the value of this part of its own ownership. Apartment Sales Price;
- 1.12 "Joint Ownership of Apartment Buildings" means the area and equipment owned and used in common in the Apartment Building in accordance with the law on housing and agreed by the Parties in Article 11.3 of this Agreement;
- 1.13 "Condominium Cluster Rules" means the internal rules governing and using the Apartment Building attached to this Agreement in Appendix 2 and all amendments and supplements to the Apartment Building Conference adopted. in the process of managing and using the Apartment Building;
- 1.14 "Apartment Ownership Maintenance Cost of the Apartment Building" is the 2% amount that the Apartment Owners are obliged to contribute to their own ownership for the maintenance of the Part. Common Ownership of Apartment Building;

- 1.15 "Condominium Operation Management Services" are services including management and operation to ensure that the Condominium operates normally;
- 1.16 "Maintenance of Apartment Buildings" is the maintenance, regular maintenance, periodic repair, sudden repair of Apartment Building and technology construction equipment associated with the Apartment Building to maintain the quality of the Chung House. Residential;
- 1.17 "Enterprise Operating and Management of Apartment Buildings" is an enterprise with sufficient conditions in terms of functions and capacities in accordance with the law on housing, implementing the management and operation of the Apartment Building after Chung House Residential is built and put into use; When the Conference of the Apartment Building has not been held for the first time, the Investor is responsible for organizing the management and operation of the Apartment Building. In case the Apartment Building has an elevator where the Investor does not meet the requirements of functions and capacity as stipulated in Item 2, Article 105 of the Housing Law, he / she must hire a unit with adequate conditions of function and capacity. regulations to implement operational management.

After holding the first meeting of the Apartment Building, the selection of the management unit for the operation of the Apartment Building shall comply with the following regulations:

- a) In case the Apartment Building does not have an elevator, the Apartment Building conference shall decide on the management of operation in the form of self-management or hiring units with sufficient functions and capacity to implement operation management. ;
- b) If the Apartment Building has an elevator where the Investor has sufficient conditions for functions and capacity as stipulated in Clause 2, Article 105 of the Housing Law and needs to participate in the operation management, the Managing Board The Apartment Building and the Investor negotiate for the Investor to continue signing the contract of service of management of the Apartment Building;
- c) If the Apartment Building has an elevator whose Investor has no function, capacity or function, capacity as stipulated in Clause 2, Article 105 of the Housing Law but does not participate in the operation management or The Investor who participates in the operation management but does not meet the requirements as agreed in the service contract, the Apartment Building conference decides to select another unit with sufficient functions and capacity according to regulations. to implement operational management.
- 1.18 "Force Majeure Event" is an objective event that cannot be anticipated and irreparable by either Party or Parties in order to perform its obligations under this Agreement. , although all necessary measures and permissible capabilities have been applied. Cases considered to be Force Majeure Events agreed by the Parties specifically agreed in Article 14 of this Agreement;
- 1.19 "Certificate" is a certificate of land use rights, ownership of houses and other assets attached to land issued by a competent state agency to the Purchaser in accordance with the land law;
- 1.20 "Expected Liquidated Area" has the meaning set out in Article 2.1 (b) of this Agreement;
- 1.21 " Clearance Area " has the meaning set out in Article 2.1 (b) of this Agreement;
- 1.22 "Apartment Handover Minutes" has the meaning set out in Article 8.4 of this Agreement;

1.23 "Expected Handover Date" is the expected date of handing over the Apartment referred to in Article 8.2 of this Agreement;

1.24 "Apartment Handover Date" means the date on which the Apartment is delivered in fact determined by the Handover of the Apartment or the date the Apartment is deemed to have handed over under Article 8.4 of this Agreement;

1.25 "Apartment Owner" means any organization or individual that has legal ownership of one or more Apartments in the Apartment Building or other areas / areas of the Apartment Building above. Base Certificate; or any organization or individual that has obtained legal ownership on the basis of purchase and sales contracts, documents on transfer, inheritance or donation in accordance with the provisions of law but has not been issued a Certificate; or an organization or individual with legal ownership of certain proprietary parts is confirmed in the Apartment Building, the assets invested by the Investor or other organization / individual attached to the House design. Apartment, to increase the use value and utility of Apartment Building such as telecommunication network system, cable television system, wave size, power source, backup water ...

1.26 "Public Authorities" means any State Authority involved in the context in which this term is expressed;

1.27 "State Agencies" means any authorized agency, organization and individual under the law.

Article 2. CHARACTERISTICS OF SALES

The Seller agrees to sell and the Purchaser agrees to buy the Apartment as described in this Article 2 with the following characteristics:

2.1 Characteristics of the Apartment:

(a) Characteristics of purchase apartments:

- Apartment number:
- Name of the apartment according to the apartment technical file:
- Floor:
- Building:
- Project: Millennium Tower - HaTay Millennium
- Address: No. 4, Quang Trung Street, Yet Kieu Ward, Ha Dong District, Hanoi City.

Type of apartment	Apartment
Year started construction	2017
Name of project	Project Millennium Tower (HATAY Millennium)
Tradename:	HATAY MILLENNIUM
Apartment Use Area (Clearance Area Expected)	m ² The Area of Use of the Apartment (Expected Clearance Area) is specified in the relevant drawing in Attachment 1 of Appendix 1 of the Contract
Construction floor area Apartments	m ²

Finishing materials inside the Apartment:	It is stated in Attachment 2 of Appendix 1 of the contract
Expected time to hand over the Apartment	09/2020

(b) This Apartment Use Area is calculated according to the clearance size (collectively referred to as " Clearance Area ") in accordance with Article 1.8 of this Agreement and is the basis for calculating the Apartment Sales Price specified in Article 3. of this Agreement;

The two Parties agree that the Clearance Area (the " Clearance Area ") is only temporary and may increase or decrease according to the actual measurement at the time of handing over the Apartment ("Clearance Area"). The Purchaser is responsible for paying the Apartment Sales Price to the Seller according to the Actual Water Absorption Area of the Apartment; in case the Actual Water Absorption Area is less than or equal to 1% of the Expected Water Information Area, the Parties agree not to adjust the value of the signed contract, which means that the Agreement shall be agreed upon. Thuy Thuc Te is an area that is included in the house ownership certificate. If the Actual Water Absence Area is greater than 1% of the Expected Water Information Area, the parties agree to adjust the value of the signed contract.

In case the actual clearance area differs by more than 5% from the expected clearance area, the two parties agree on the following options:

- The Buyer has the right to refuse to accept the handover of the apartment.
- Continuing to perform the contract, then the apartment selling price will be adjusted in accordance with the above-mentioned difference.
- As suggested by the Seller, change to another apartment equivalent to the expected clearance area (if the parties can agree at that time).

Clearance Area will be the area included in the house ownership certificate.

In the Apartment Handover Minutes or in the Appendix of the Contract, the two Parties agree to specify the Actual Area of Water Transfer when handing over the Apartment, the difference between the Area of Actual Liquidity and the Area of Thong Thong. Estimated Cards recorded in the signed Contract (if any). The Handover Agreement of this Apartment or Addendum is an integral part of this Agreement.

(c) Apartment Building Area is calculated in accordance with Article 1.9 of this Agreement.

(d) Purpose of use: to stay.

2.2 Information on planning:

Newly built Apartment Building according to Document No. 3544 / QHKT-TMB-P4 issued by Department of Planning and Architecture on August 12, 2015 on the approval of the drawing of the General site and architectural plan of Thien Thien tower Chronicle at No. 4 Quang Trung Street, Yet Kieu Ward, Ha Dong District, Hanoi City.

2.3 Characteristics of construction land for Apartment Building with Apartment mentioned in Clause 1 of this Article:

(a) No. of parcels: Number map:

(b) Address: No. 4 Quang Trung, Yet Kieu Ward, Ha Dong District, Hanoi City.

(c) Area: 5,607.0 m² (Five thousand and six hundred and seven square meters).

(d) Form of use: Own use.

(e) Purpose of use: Implement the construction project of MillenniumTower.

(f) Source of use: The State leases land with a lump sum payment for the whole term of the land lease as stipulated in Decision No. 2328 / QD-UBND dated 11/7/2008 of Ha Tay Province People's Committee (previously) and Decision No. 3659 / QD-UBND dated June 16, 2017 of Hanoi People's Committee adjusting some contents stated in Clause 2, Article 1 of Decision No. 2328 / QD-UBND dated July 11, 2008 of Ha Noi People's Committee West (before).

(g) Construction scale:

- Land area: 5,607 m²

- Construction area: 3,047 m²

- Construction density: 54.3%.

- High floor: Two tower blocks: 44 floors and 40 floors, with 10-storey high podium (not including 01 steel floor at 6th floor) and 03 basements.

- Total floor area: 115,832m² (including floating floor 99,539m², underground floor 14,453m², 1,840m² steel floor).

- Building height: 174 m (not including 5m lightning collecting column).

2.4 Characteristics, properties, utility and quality of houses and construction works; information on each type of use purpose and common use area for Apartment Building under Construction Permit No. 131 / GPXD dated 3/11/2017.

2.5 The Parties agree that the Seller is responsible for the construction of the Apartment Building in accordance with the schedule set forth in Article 2 of this Agreement:

- March 30, 2019 - equivalent to the completion of concrete casting on the 15th floor;

- June 30, 2019 - equivalent to the time when concrete is finished pouring 27th floor;

- September 30, 2019 - equivalent to the time when concrete is finished pouring 37th floor;

- September 2020 - Handing over the Apartment;

2.6 Documents and papers on ownership of houses, construction works, land use rights and papers related to real estate construction investment:

- Certificate of land use rights, ownership of houses and other assets associated with land number CN 888184 issued by Department of Natural Resources and Environment - Hanoi People's Committee dated August 22, 2018

- Construction Permit No. 131 / GPXD dated November 3, 2017 of Hanoi Construction Department granting construction permits to MillenniumTower Project at No. 4, Quang Trung Street, Yet Kieu Ward, Ha Dong District , Hanoi City.

2.7 Investor has signed with Indovina Bank in Hanoi Agreement on granting guarantee to sell housing formed in the future No: 2020 / IVB-TTCBL / 2018 dated

08/08/2018 and received the Document of the Department of Construction on the sales of future formed houses No. 6262 / SXD-QLN on 07/16/2018

ARTICLE 3. PRICE FOR SALES OF APARTMENTS, MAINTENANCE CHARGES, METHODS OF PAYMENT

3.1 Apartment Price

(a) Apartment Price is calculated in Vietnam Dong according to the formula of taking the unit price of 01m² of Apartment Use Area (x) with the Apartment Use Area. Specific Apartment Selling Price is regulated as follows:

Estimated selling price of apartments based on the estimated (m²) clearance area is:

(Price of temporarily calculated Apartment)

Include:

- Net selling price:
- VAT (excluding land use fees paid to the State according to the provisions of law):
- Maintenance costs of common apartment building part:

The Apartment Sales Price specified at this point has included the value of land use rights and VAT (excluding land use fees paid to the State according to the provisions of law) and Ownership Maintenance Costs Apartment.

(b) Apartment Price as specified in Article 3.1 (a) does not include the following:

(i) Registration fees, fees and expenses in accordance with the law relating to the Investor's implementation of the Application for Certificate for the Purchaser. These fees, charges and fees are the responsibility of the Purchaser directly or through the Seller;

(ii) The costs of connecting, installing equipment and using services for the Apartment include: gas service, electricity, water, postal service, telecommunications, television and services. Other used by the Purchaser for the Apartment only. These costs are paid directly by the Purchaser to the service provider;

(iii) Monthly management and operation fees for the Apartment Building, from the date of Handing over the Apartment to the Purchaser as agreed in Article 8 of this Agreement, the Purchaser shall be responsible for paying the management and operation fees. Condominiums, types of collection fees for the use of common property and public facilities, and other fees payable by Apartment owners and Apartment users as set forth in the General House Rules Reside as agreed in Article 11.4 of this Agreement;

(iv) Other costs agreed by the Parties include:

- Other fees, charges and fees related to the purchase and implementation of the Certificate application procedure not included in Article 3.1 (b) (i) above: administrative and service fees the third arising due to the Buyer's request; The cost of providing other documents and papers relating to the Apartment is not on the list of documents provided by the Seller to apply for a Certificate or other purposes ... these amounts are specific agreements of the Parties before proceeding;

- Types of collection fees for the use of Common Ownership Parts of Apartment Buildings and public works, maintenance costs of Apartment Buildings in excess of maintenance costs of Common Ownership of Apartment Buildings by the Owners Owning contributed condominiums and other fees payable by condominium owners according to regulations in the apartment building's internal regulations; and

- Parking fees (cars, motorbikes, and other vehicles) in the parking area under the Common Ownership of the Apartment Building must be paid in accordance with the Regulations of the Apartment Building Rules.

(c) The Parties agree on the date of Apartment Handover and during the term of owning or using the Apartment, the Purchaser shall pay financial obligations in accordance with the current regulations, pay the operation management fee. Monthly apartments, other service fees due to the use of utilities such as gas, electricity, water, telephone, internet, cable TV, etc. for service providers.

3.2 Payment method: pay in Vietnamese currency via cash payment or bank transfer according to the account information below or other information as notified by the Seller:

- Account name: Vietnam TSQ Company

- Account number: 2029998-002

- Bank: INDOVINA Hanoi

The time of determination of the Buyer has paid the money is the time when the Seller issues the invoice to collect the money received in cash of the Purchaser or the amount of the transfer credited to the Seller account.

The Purchaser must bear all bank charges, money transfer fees and other similar fees payable in connection with such payment, except for cash payment approved by the Seller.

3.3 Payment term:

(a) Payment schedule: The buyer will pay to the Seller on the following schedule:

Stage	Payment time	Amount	Value contract
1	Immediately upon signing a purchase contract		20% net selling price + VAT
2	- March, 2019 - equivalent to the completion of concrete casting on the 15th floor;		10% net selling price + VAT
3	- June, 2019 - equivalent to the time when concrete is finished pouring 27th floor;		10% net selling price + VAT
4	- September, 2019 - equivalent to the time when concrete is finished pouring 37th floor;		10% net selling price + VAT
5	- September 2020 - Handing over the Apartment		45% net selling price + VAT + 100% maintenance fee + VAT of 5%
6	07 (days) from the date of receiving the notice of handing over land use right certificate, house ownership and assets attached to land.		5% net selling price

Depending on the time of signing the Purchase and Sales Agreement, all previous payments (if any) will be converted into the above payment periods. In case the transfer from the previous payment is insufficient compared to the corresponding payment, the Purchaser shall be obliged to pay this deficit to the Seller at the date of transfer. In case the payment amount exceeds the specified amount of each installment, the excess amount will be transferred to a margin account of the Seller to ensure payment obligations for the remaining payments of the Party. Buying.

The difference amount of payments due to the adjustment of the Apartment Price due to the actual Clearance Area compared to the Expected Clearance Area as stipulated in Article 2.1 (b) shall be paid by the Parties. each other within 10 (ten) days from the date of signing the handover minutes of the Apartment;

(b) Time-limit for payment of General Ownership Maintenance Costs: The Purchaser is responsible for paying the Seller before the time of signing the Handover Document of the Apartment.

(c) Within 07 days from the date of collection of the Purchaser's funds, the Seller is responsible for depositing in the savings account opened at the credit institution operating in Vietnam to manage this fund. and notify the provincial housing authorities where the Apartment Building is located.

And within 07 days after the Management Board of the Apartment Building was established, the Seller must transfer the maintenance cost including deposit interest rate to the Management Board to implement the management and use according to regulations. to determine the law and notify the provincial house management agency.

Maintenance costs are only used to maintain the Common Ownership Parts of the Apartment Building, not to be used for the management and operation of the Apartment Building and other purposes; In case the Apartment Building has to be demolished but the unused maintenance fund is used to support resettlement or put into the fund to maintain the common ownership part of the new Apartment Building after being rebuilt.

Article 4. QUALITY OF HOUSING WORKS

4.1 The Seller undertakes to ensure the quality of the Apartment Building, including the Apartment mentioned in Article 2 of this Agreement, in accordance with the approved design and to properly use (or equivalent) the basic construction materials. Households that the Parties have committed in this Agreement.

4.2 Construction progress: The Parties agree that the Seller is responsible for implementing the construction of the Apartment Building in accordance with the schedule specified in Article 2 of this Agreement.

4.3 The Seller must carry out the construction of technical and social infrastructure facilities to meet the needs of the Purchaser's Apartment Building in accordance with the planning, design, content and project progress. approval and quality assurance in accordance with construction standards and standards set by the State.

4.4 The Seller must complete the construction of infrastructure facilities to serve the essential needs of the Purchaser at the Apartment Building according to the project contents and the approved schedule before the Seller handover the Apartment to the Party. Buy, including: internal traffic system; public lighting and electricity systems; water supply and waste water supply systems; communication system: telephone, internet, cable television .. connecting to the Apartment; The system of social infrastructure works according to the design and planning has been approved by the competent State agency as a community house, ensuring the connection with

the regional infrastructure system. In case of handing over houses or rough construction works, the entire exterior of the building must be completed. To avoid misunderstandings, the Seller is not responsible for investing in terminal equipment such as telephone, internet, cable television ... at the Apartment to use the communication system, the Purchaser must equip itself with self cost.

Article 5. RIGHTS AND OBLIGATIONS OF THE SELLER

5.1 Seller's rights:

- (a) Request the Purchaser to pay the Seller for Sales of the Apartment in accordance with the provisions of Article 3 of this Agreement and calculate interest in the case of delayed payment by the Purchaser in comparison with the agreed schedule in Article 3 of the Agreement. This coin. The calculation of late payment interest is specified in Article 12.1 of this Agreement;
- (b) Request the Purchaser to pay the Apartment-Building General Maintenance Fund according to the provisions of this Agreement, manage the Apartment-Building General Maintenance Fund in accordance with the law and the Contract. this;
- (c) Request the Purchaser to hand over the Apartment on time as agreed in this Agreement;
- (d) Request the Purchaser to provide sufficient payment documents and vouchers relating to Apartment Value, fees and charges to apply for a Certificate for the Purchaser in accordance with the law and at the request of the competent State Agency. If the Purchaser fails to provide the required documents within 15 days from the date of receipt of the notice, it is considered that the Purchaser voluntarily proceeds to apply for a Certificate, the Seller must support and supply grant full legal documents about the Apartment to the Purchaser.

If the Purchaser voluntarily or is deemed to voluntarily apply for a Certificate, within 15 days the Seller will notify the Purchaser of the full handover of the Application for Certificate within the scope of responsibility. The seller's duties simultaneously require the Purchaser to complete the payment obligation of the entire Contract value.

- (e) To reserve the ownership of the Apartment and to refuse to hand over the Apartment or hand over the original of the Purchaser's Certificate until the Purchaser completes its payment obligations as agreed in this contract. ;
- (f) Have right to change the construction equipment and materials of the Apartment Building with the same quality value in accordance with the construction law; In case of changing equipment and materials to be completed inside the Apartment, the Seller must notify the Purchaser in writing of the replacement equipment and materials. Within 07 days from the date of receiving the notice that the Purchaser has no feedback, it is considered as agreeing to the notice.
- (g) Implementing the rights and responsibilities of the Management Board of the Apartment Building during the period of not establishing the Management Board of the Apartment Building; issued the Regulations of Apartment Building;
- (h) Participating in the Apartment Building conference and voting issues under the authority of the Apartment Building conference; Voting rights at the conference of Apartment

Building, Apartment Building are calculated according to apartment units and are stipulated as follows:

- Each apartment in the Apartment Building corresponds to one vote;
 - For other areas in the Apartment Building that are not apartments, each part of the construction floor area is equivalent to the construction floor area of the largest apartment according to the approved design at that Apartment Building with one vote.
- (i) Proposing the management unit to operate the Apartment Building in accordance with the provisions of this Regulation so that the Apartment Building conference may first consider and decide in the following cases:
- The Investor has no function, operational management capacity and does not entrust other units with functions and capacities to manage and operate the Apartment Building;
 - The Investor has functions, management and operation capabilities but does not participate in managing and operating the Apartment Building and does not entrust other units with functions and capacity to manage and operate the Apartment Building.
- (j) Unilaterally terminate this Agreement as agreed in Article 13 of this Agreement;
- (k) Requesting the Purchaser to pay a fine for breach of contract or compensating for any breach of the agreement subject to a fine or compensation under the provisions of this Agreement or by regulations of the law or by decision of Relevant State Agencies;
- (l) Access to the Apartment upon notice to the purchaser at least 24 hours in advance, or in an emergency to carry out work under the warranty of the Seller and Apartment of the Seller;
- (m) Have full rights to own, manage, exploit and carry out business activities and other rights to the Seller's Own Part in accordance with the law in accordance with the approved design. ;
- (n) Have the right to refuse to assist the Purchaser in carrying out the Mortgage procedures at the Credit Institutions in the event that the support is not consistent with the provisions of law;
- (o) In case the Seller has received the notice of handing over the Certificate which the Purchaser does not come to receive and completes the responsibility of paying the Value of the Apartment as agreed in this Agreement, the Seller has the right to submit a written request to the competent State Agency to revoke the Certificate. All legal consequences arising from the revocation of the Certificate, the Purchaser is solely responsible.
- (p) Other rights in accordance with the Agreement and the provisions of the law.

5.2 Obligations of the Seller:

- (a) Provide the Purchaser with accurate information on detailed planning, design of Apartment Building and approved Apartment design. Provide information on the progress of construction investment, the use of advances and create conditions for the buyer to check the actual works; Provide the Purchaser with this Agreement 01 (one) surface plan

- drawing of the Apartment; 01 (one) design drawing of a floor plan with an Apartment; 01 (one) design drawing of the Apartment Building with Apartment; and legal documents relating to the sales and purchase of Apartments;
- (b) Construction of Apartment Building and infrastructure works in accordance with the planning, the contents of the project file and the approved schedule, ensuring that when the Apartment is handed over, the Purchaser can use and live normally;
 - (c) Designing the area, Apartment premises and designing the infrastructure to comply with the planning and the law of construction. The design of the area and the surface of the Apartment shall not be altered, except where required by the competent state authority, or as agreed between the Purchaser and the Seller and approved by the competent state agency;
 - (d) Ensuring the quality of construction, technical and artistic architecture of Apartment Buildings in accordance with current design standards and technical standards;
 - (e) Preserving the Apartment while the Apartment has not been delivered to the Purchaser; warranty of Apartment and Apartment in accordance with Article 9 of this Agreement;
 - (f) Handing over the Apartment and the relevant legal documents to the Apartment to the Purchaser within the time-limit agreed in this Agreement;
 - (g) Guiding and assisting the Purchaser to sign a service contract with the electricity, telecommunications, cable television provider;
 - (h) Performing financial obligations to the State in accordance with the law, including payment of land use fees and other fees and charges related to the sales of the Apartment in accordance with the laws of Vietnam;
 - (i) Within 50 days from the date of handing over the Apartment to the Purchaser, the Seller must carry out the procedures to request the competent authority to issue a Certificate to the Purchaser. In this case, the Seller will issue a written notice to the Purchaser on the submission of relevant documents for the Seller to carry out the procedures for requesting a Certificate to the Purchaser;
 - (j) Organize the first meeting of the Apartment Building, perform the duties of the Board of Management of the Apartment Building when the Apartment Building has not been established;
 - (k) Assisting the Purchaser in making Mortgage procedures for the Purchaser bought at the credit institution upon request of the Purchaser;
 - (l) Fines for breach of contract and compensation for damages to the Purchaser for breach of any agreement subject to penalty or compensation in accordance with this Agreement or by law or at the discretion of Relevant State Agencies;
 - (m) Submit the General Maintenance Cost of the Apartment Building in accordance with the law for the Seller's Own Ownership Part and transfer the entire Maintenance Fee of the Joint Apartment Building collected by the Party Purchase into a bank account and assign it

to the management of the Apartment Building as stipulated in Article 3.3 (c) of this Agreement;

- (n) Performing guarantee obligations at a commercial bank with sufficient capacity in accordance with the law to ensure the financial obligations of the Seller to the Purchaser when the Seller fails to hand over the house on schedule committed to the Buyer.
- (o) Confidentiality of the Purchaser's information, unauthorized collection, use and transfer of the Purchaser's information to a third party without the Purchaser's consent except at the request of the housing authority authorized countries;
- (p) Pay all taxes relating to business operations as well as income tax due to the payment of the sales price of the Apartment in accordance with this Agreement;
- (q) Notify the Purchaser of restrictions on Apartment ownership (if any) including the rights and obligations with respect to the common ownership and ownership of the Apartment in accordance with laws and regulations on management of use of Apartment Building;
- (r) Carry out procedures to buy and sell apartments according to the provisions of law.
- (s) Other obligations in accordance with the Contract and the provisions of the law.

Article 6. RIGHTS AND OBLIGATIONS OF THE BUYER

6.1 Rights of the Purchaser:

- (a) Request the Seller to hand over the Apartment as stipulated in Article 2 of this Agreement on time and quality to the equipment and materials mentioned in the list of construction materials agreed by the Parties under this Agreement and the Apartment file as agreed in this Agreement;
- (b) To use motorbike parking space in the parking lot of the Apartment Building. The number of parking spaces and parking locations are regulated in accordance with the approved design; the arrangement of car parks for condominiums must ensure the priority principle for the condominium owners before they can reserve public parking spaces;
- (c) Requesting the Seller to carry out procedures to apply for a Certificate in accordance with the law, unless the Purchaser itself performs or is considered to perform this procedure by agreement in Article 5.2 (i) of this Agreement;
- (d) Be entitled to own, use and perform transactions with the Purchaser in accordance with the law, and to use the infrastructure services provided directly by the service enterprise or through the Seller after handing over the Apartment according to regulations on the use of infrastructure services of the service provider;
- (e) Obtain a Certificate after being issued a Certificate by the National Office of Property with the condition that 100% of the Apartment Price has been paid (including the Home Ownership Maintenance Fund) Apartment) and taxes, fees and charges related to the Apartment as agreed in this Agreement and in accordance with the law;

- (f) Request the Seller to complete the construction of technical and social infrastructure works in accordance with the approved project schedule and schedule;
- (g) Has the right to refuse to hand over the Apartment in case:
- The Seller does not complete the construction and use of infrastructure works to serve the essential and normal needs of the Purchaser in accordance with the agreement in Article 4.4 of this Agreement.
 - The Purchaser has the right to refuse to accept the handover of the apartment in case the actual clearance area is larger than 5% of the expected clearance area.
- The refusal to receive the Apartment in these cases is not considered to violate the conditions of handing over the Purchaser's Apartment to the Seller;
- (h) Requesting the Seller to organize the Conference of the Apartment Building for the first time according to the regulations of the Ministry of Construction;
- (i) Participate in the Apartment Building conference and vote on issues under the jurisdiction of the Apartment Building conference; Voting rights at the conference of Apartment Building, Apartment Building are calculated according to apartment units and are stipulated as follows:
- Each apartment in the Apartment Building corresponds to one vote;
 - For other areas in the Apartment Building that are not apartments, each part of the construction floor area is equivalent to the construction floor area of the largest apartment according to the approved design at that Apartment Building with one vote.
- (j) Unilaterally terminate this Agreement as agreed in Article 13 of this Agreement;
- (k) Requesting the Seller to support mortgage procedures for the Apartment at the credit institution in case the Purchaser needs to mortgage the Apartment at the credit institution;
- (l) Requesting the Seller to hand over the Apartment-Building General Maintenance Fund as agreed in Article 3.3 (c) of this Agreement;
- (m) Requesting the Seller to complete the procedures for purchase and sales of Apartments according to the term agreed in this Agreement;
- (n) Request the Seller to warranty the Apartment in accordance with Article 9 of this Agreement;
- (o) Requesting the Seller to compensate for any breach of any agreement that is subject to a fine or compensation under the provisions of this Agreement or by law or at the discretion of the Relevant State Agencies;
- (p) The right to request the Seller to provide information on the progress of construction investment, the use of advances and actual inspection at the construction site;
- (q) Other rights in accordance with the Agreement and the law.

6.2 Obligations of the Purchaser:

- (a) Pay in full and on time the Apartment Sales Price (including the Apartment Ownership Maintenance Fund) as agreed in Article 3 of this Agreement;
- (b) Receive the Apartment and legal documents relating to the Apartment as agreed in this Agreement. In case the Seller has received notice of the handover of the Certificate (or the Seller's notice of the provision of the legal documents of the Apartment, it is the Seller's responsibility to the Purchaser in the case of a voluntary Buyer or is deemed to voluntarily apply for a Certificate of Acceptance without the Purchaser receiving and completing the payment of the Apartment Value as agreed in this Agreement, the Purchaser shall bear interest for the amount late payment at the interest rate of 150% of the basic interest rate announced by the State Bank of Vietnam at the time of signing the contract from the expiry date of the notice;
- (c) As of the Apartment Handover Date, the Purchaser is solely responsible for the Purchased Apartment (except in the circumstances under the responsibility of ensuring the legality and warranty of the Seller's Apartment) and responsibility for the purchase and maintenance of necessary insurance contracts for all risks, damages related to the Apartment and civil liability insurance in accordance with the provisions of law;
- (d) From the Apartment Handover Date, even if the Purchaser has not entered the Apartment, the Apartment will be managed and maintained according to the Regulations of the Apartment Building and the Purchaser must comply with the regulations stated in the Internal Regulations of the Apartment Building;
- (e) Pay taxes, fees and charges in accordance with the law that the Purchaser must pay as set out in Article 7 of this Agreement;
- (f) Paying for service charges such as electricity, water, cable TV, satellite TV, communications ... and other taxes and fees incurred in accordance with the use demand of Buyer;
- (g) Payment of management fees for the operation of the Apartment Building stated in the House Rules and other expenses as agreed in accordance with Article 11.4 of this Agreement, even if the Purchaser does not use the Apartment. Households bought;
- (h) Comply with the provisions of the regulations on management and use of the Apartment Building issued by the Ministry of Construction and the Internal Regulations of the Apartment Building attached to this Agreement;
- (i) Create favorable conditions for enterprises to manage and operate in the maintenance, management and operation of Apartment Buildings;
- (j) Facilitating the Seller in fulfilling the warranty obligations of the Apartment and other parts of the Apartment Building;
- (k) Use the Apartment for the right purpose in accordance with the Housing Law and as agreed in this Agreement;

- (l) Paying fines for breach of contract and compensating for damage to the Seller when violating agreements subject to a fine or compensation as provided in this Agreement or by decisions of the State Agency. ;
- (m) Performing other obligations in accordance with the law or decisions of the Relevant State Agencies when violating the regulations on the management of the use of the Apartment Building;
- (n) Coordinate with the Seller to carry out trading procedures within the time limit specified in this Agreement;
- (o) Carry out and complete the records that the Purchaser must provide to the Seller in accordance with the law and the requirements of the competent authority for the Seller to carry out the procedures for issuing the Certificate to the Purchaser;
- (p) Respect and do not take any action that affects the Seller's ownership and business activities in the Seller's Own Part when the Seller complies with the approved design and relevant legal provisions;
- (q) Responsible for preserving, using and compensating for damage in accordance with the law in case of damage or damage to the Joint Ownership of the Apartment Building;
- (r) Responsible for the use of the Apartment by the Purchaser to permit the use of the Apartment as the Purchaser uses the Apartment itself and warrants reminding such persons to comply with the use management regulations. Apartment Building of the Ministry of Construction issued and a copy of the Apartment Building Rules;
- (s) Carry out other obligations provided to the Purchaser pursuant to this Agreement;
- (t) Other obligations as prescribed by law.

Article 7. TAXES AND FEES AND RELATED FEES

- 7.1 The Purchaser must pay the registration fee, taxes, fees and other fees related to the issuance of the Certificate in accordance with the law when the Seller proceeds to issue a Certificate to the Purchaser and in the process of owning, using the Apartment from the Apartment Handover Date;
- 7.2 The Purchaser shall pay the tax to the Seller to the Seller on behalf of the Purchaser to the relevant State Authorities, or, in cases where the law requires the Purchaser to pay taxes directly to Relevant State Agencies, the Purchaser will pay taxes directly to Relevant State Agencies;
- 7.3 All amounts payable by the Purchaser to the Seller under this Agreement shall be paid in full without any deduction or withholding (such as withholding or other taxes) unless deduction or retain that is required by law.
- 7.4 The Seller is responsible for paying financial obligations under the responsibility of the Seller to Relevant State Agencies in accordance with the laws of Vietnam;

7.5 In the event that the Purchaser assigns this Agreement in accordance with Article 10.2, the Purchaser must pay any outstanding and overdue obligations including fines for breach of the Contract (if any) and Other Purchaser's financial obligations have not been completed in accordance with this Agreement before the Seller performs the transfer confirmation procedure. In order to avoid misunderstandings, the Seller shall not be liable to refund to the Purchaser or any third party any amount paid by the Purchaser to the Seller under this Agreement, which will transfer such amounts to the Transfer, unless otherwise agreed by the Parties.

Article 8. DELIVERY OF THE APARTMENT AND ATTACHED FILE

8.1 Conditions for delivery of Apartment:

- (a) The Purchaser does not violate this Agreement and / or any legal provisions relating to the purchase and use of the housing resulting in the Agreement being terminated or invalid or correcting violations in accordance with the regulations specified in the Agreement;
- (b) The Purchaser has paid in full all due payments in accordance with the provisions of the Agreement;
- (c) The Seller has completed the construction of the Apartment as stipulated in Article 8.3 of the Agreement and the technical and social infrastructure works of the Apartment Building in accordance with the contents and schedule of the Project approved, ensuring connection with the region's common infrastructure system as specified in Article 4.4 of the Agreement.
- (d) Actual clearance area is not larger than 5% compared to the expected clearance area.

8.2 Expected date of handing over the Apartment: September 2020. However, the Purchaser is only responsible for receiving the handover and the Seller is only obliged to hand over the Apartment to the Purchaser in actual terms upon delivery. Households defined in Article 8.1 above have been met.

The handover of the Apartment may be earlier or later than the above date but not later than 180 days from the above date; The Seller must have a written notice to the Purchaser of the reason for delay in handing over the Apartment.

Before the Apartment Handover Date 15 (fifteen) days, the Seller must notify the Purchaser in writing of the time, place and procedure for handing over the Apartment according to the Apartment Handover Form in accordance with the provisions in the Appendix 5.

8.3 The Apartment is handed over to the Purchaser in accordance with the approved design; must use the right equipment and materials mentioned in the list of construction materials and equipment agreed by the Parties in this Contract,

8.4 On the Handover Date of the Apartment, the Purchaser or the legal authorized person must check the actual status of the Apartment in comparison with the agreement in this Agreement and sign the Apartment handover minutes ("Minutes of Delivering the

Apartment ") according to the form attached in Appendix 5 in case the Apartment qualifies for handover in accordance with Article 8.1 of the Contract.

After checking the actual status of the Apartment, if the Apartment area is different from the completed area, the Purchaser or the legal authorized person sends a proposal to the Seller so that the two parties can measure the area of the Apartment again. After the re-measurement, if the Purchaser still disagrees with the measurement results, the Purchaser may hire an independent measurement agency to re-measure and the Purchaser must pay for the re-measurement. .

In the case of the Purchaser or the legal authorized person of the Purchaser does not come to hand over the Apartment within 7 (seven) days of the Hand-Over Date as notified, or come to check in but not accept the Handover of the Apartment. there is no good reason (except in the case of agreement in Article 6.1 (g) of this Agreement), from the Hand-over Date according to the notice, the Purchaser is deemed to have agreed, officially handed over the Apartment Households in fact and the Seller have completed the responsibility to hand over the Apartment. In case the Purchaser refuses to accept the Handover of the Apartment without a good reason, it shall be deemed that the Purchaser violates this Agreement and will be dealt with in accordance with Article 13.2 (c) of this Agreement.

8.5 From the Date of Handover of the Apartment, the Purchaser is entitled to use the Apartment and bear all responsibilities related to the Apartment, including whether or not the Purchaser uses the Apartment except in the cases of responsibility to ensure the legality and warranty of the Seller's Apartment.

8.6 If the Purchaser discovers that the Apartment has a defect, error compared to the design, the Purchaser has the right to specify the repair requirements, correct the nonconformities in the Handover Minutes or the proposal for repair depending on the buyer's decision. The Seller is responsible for correcting these defects and errors within the time-limit as agreed by the Parties at the Handover Minutes or the proposal for repairs. In case the Purchaser signs a proposal to repair and has not yet handed over the Apartment, after the Seller has completed remedying the Apartment's nonconformities against the Contract as listed in the proposal For repairs, the Seller will notify the Purchaser and accept the Apartment and the Purchaser is obliged to hand over the Apartment in accordance with Article 8.4 below. In case the Purchaser signs the Handover Minutes of the Apartment, in order to avoid confusion or arising disputes, the Parties agree that any defects, errors, failures (if any) for the Apartment are recorded in the minutes. The handover will be applied in accordance with the warranty provisions for the Apartment.

Where the Purchaser's corrective and corrective requests are inconsistent with the specifications of the Apartment as described in Article 2.1 of the Agreement, the Seller has the right to refuse to perform repairs or remedies. Within a maximum of 05 (five) days from the date of receipt of the seller's written disagreement (stating the reason), the Purchaser may send a complaint notice to the Seller (clearly stating the reason by) and The Parties will jointly review and overcome, in case of dispute arising, the settlement will be carried out in accordance with the Contract.

Article 9. HOUSING WARRANTY

9.1 The Seller is responsible for warranting the Apartment in accordance with the provisions of Article 85 of the Housing Law 2014 and the current laws.

9.2 Upon handing over the Apartment to the Purchaser, the Seller must notify and provide the Purchaser 01 (one) copy of the acceptance report to the Apartment Building project for use in accordance with the construction laws to the parties determining the time of warranty of the Apartment.

9.3 The contents of warranty of the Apartment include: repairing, repairing damaged frames, columns, beams, floors, walls, ceilings, roofs, terraces, staircases, tiles, tiles, plastering systems daily-life electricity, lighting power supply, water tanks and daily-life water supply systems, septic tanks and waste water and waste water drainage systems, overcoming the cases of tilting, subsidence, cracking and falling houses and domestic Other content as agreed in the Contract. For other equipment attached to the house, the Seller performs warranty repair and replacement according to the time limit prescribed by the manufacturer.

9.4 The Seller is responsible for warranting the Apartment by repairing or overcoming defects or replacing similar items of equivalent or better quality. The warranty by replacement or repair is only performed by the Seller or authorized by the Seller.

9.5 The Purchaser must notify the Seller in writing within 10 days (in all cases before the expiry of the warranty period) when the Apartment has warranty items. Within 10 (ten) days from the date of receipt of the notice of the Purchaser, the Seller is responsible for warranty of damage in accordance with the agreement and the provisions of law; The Purchaser must create conditions for the Seller to perform warranty on the Apartment. If the Seller is late to carry out the warranty which causes damage to the Purchaser, it shall be liable to compensate the Purchaser for the actual damage. If the Purchaser fails to take necessary and reasonable measures to limit further damage, the Purchaser is responsible for taking part or all of the warranty costs corresponding to the level of violation.

9.6 The warranty period of the Apartment is 60 (sixty) months from the date the Seller signs the acceptance report to the Apartment Building for use in accordance with the construction law as shown in the minutes provided to The Purchaser pursuant to Article 9.2 or other time limits as prescribed by law takes effect at the time of acceptance and handover to the Apartment Building for use.

The warranty period for other devices attached to the Apartment or Building with the manufacturer's or the distributor's warranty contents as set out in Article 9.3 is the manufacturer's warranty period.

9.7 The Seller does not guarantee the Apartment Building or Apartment in the following cases:

(a) In case of normal wear and depreciation;

(b) In case of damage caused by the fault of the Purchaser or any other user or third party;

- (c) In case of damage due to Force Majeure Event;
- (d) Where the warranty period has expired as agreed in Article 9.6;
- (e) Cases not covered by the warranty as agreed in Article 9.3, including those attached to the Apartment installed by the Purchaser or the contents of the Seller warranty. but the Purchaser corrects itself without the Seller's consent.
- (f) Where the Purchaser fails to notify in writing in accordance with Article 9.5;

9.8 After the warranty period as agreed in Article 9.6, the repair of the Apartment's damage is the responsibility of the Purchaser.

9.9 Maintenance of the Common Ownership of the Apartment Building is carried out in accordance with the housing law.

Article 10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 In the event that the Purchaser wishes to mortgage the Purchased Apartment for the credit institution operating in Vietnam before the Purchaser is issued a Certificate, the Purchaser must notify in advance to the Seller and the Purchaser to carry out necessary procedures according to regulations of banks and law from time to time.

10.2 In case the Purchaser has not yet handed over the Apartment from the Seller or has handed over the Apartment from the Seller but has not yet submitted the application file to the competent State authority to grant the Certificate that the Purchaser has real needs to make transfer of this Contract to a third party, the parties must comply with the procedures for transferring the contract in accordance with the law on housing. The Seller is responsible for facilitating the parties to transfer the Agreement and must not collect any costs related to the assignment of the Contract.

10.3 The Parties agree that the Purchaser may assign this Agreement to a third party only when the following conditions are met:

- (a) The Apartment is not in a mortgage status with a credit institution unless it is agreed by the mortgage bank to the Purchaser to transfer the Contract to a third party; or is not subject to transfer restrictions at the discretion of the Relevant State Authorities or there is no dispute with a third party;
- (b) The Purchaser has completed the payment of due obligations related to the Purchaser to the Seller as agreed in this Agreement;
- (c) The Transferee of the Contract must be eligible to buy and own a house in Vietnam in accordance with the law at the time of the Contract's assignment;
- (d) The Transferee of the Contract must commit to comply with the Seller and Purchaser agreements in this Agreement.
- (e) When the building is in operation, the Purchaser wishes to transfer the Apartment to the Third Party, the Purchaser must notify the Seller and the Building Operator to complete the related financial obligations to the Apartment at the time of transfer.

10.4 In both cases referred to in Article 10.1 and Article 10.2, the purchaser of the Apartment or transferee of this Agreement shall enjoy the rights and fulfill the obligations of the Purchaser as agreed in this Agreement and in the Apartment Building Rules attached to Appendix 2 of this Agreement.

Article 11. PRIVATE PROPERTY, GENERAL PROPERTY AND THE USE OF THE APARTMENT IN THE APARTMENT BUILDING

11.1 The Purchaser is entitled to own ownership of the Purchaser's Private Part which has been purchased in accordance with this Agreement and the technical equipment used exclusively associated with the Apartment as set out in Attachment 2, Annex Record 1; have the right to own and use the Joint Ownership of the Apartment Building and the equipment under common ownership in the Apartment Building as stipulated in Article 11.3;

11.2 Technical areas and equipment belonging to the Seller's Own Part, including:

- (a) Service and commercial area including lobby, corridor, garden, sanitation ... associated with that area, office service apartments.
- (b) Areas of unsold apartments and areas not included in Annex 7.
- (c) The equipment and technology invested shall increase the value of the Apartment Building for the purpose of using, trading and exploiting the service placed in the area under the sole ownership of the Seller, if placed in the section common area of ownership, there must be agreement with the owner.

11.3 The areas and equipment under common ownership and common use of Apartment Owners are specified in Appendix 7 of the Contract:

11.4 The Parties agree on the Apartment Building operation and management fee as follows:

- (a) From the Apartment Handover Date from the Seller to the Purchaser in accordance with Article 8 of the Contract until the time of the Board of Management of the Apartment Building was established and signed the management and operation contract of the Apartment Building with management unit operates the Apartment Building, expected management fee from 10,000 VND / m² / month - 12,000 VND / m² / month - (Including VAT). This fee level may be adjusted according to the seller's decision but must be reasonably calculated to suit the actual situation from time to time and not higher than the ceiling fee issued by the competent state agency. The Purchaser is responsible for paying this fee for the first 03 (Three) months to the Seller before the Handover Date according to the notice and then payment from the 1st (January) to the 5th (year) of each month.

The management fee used to carry out the management activities of the Apartment Building includes the following:

- Control, maintain operation, regularly maintain the system of elevators, water pumps, generators, automatic fire alarm systems, fire fighting systems, fire tools, backup devices and other equipment under common ownership and common use of the Apartment Building, Apartment Building;

- Providing services of environmental protection, sanitation, garbage collection, care of flower gardens, ornamental plants, insecticides and other services to ensure that the Apartment Building operates normally;
 - Other related works.
- (b) After the management of the Apartment Building is established, the list of jobs, services, fees and the closing of management fee for the operation of the Apartment Building will be decided by the Apartment Building conference and the management board of the Apartment Building in agreement with the management unit of the Apartment Building.
- (c) In case the Hanoi People's Committee has regulations on the management fee for operation of the Apartment Building, this fee shall be paid in accordance with the State's regulations, unless otherwise agreed by the Parties;
- (d) The management fee will be calculated on the Apartment Use Area.
- (e) The management fee shall not include fees and amounts arising from the Purchaser's use of services or support related to the Seller's Own Part and the Purchaser will pay fees and charges. This to the Seller according to the Seller's decisions will be made from time to time.
- (f) The management fee does not include fees for using services from third party service providers such as electricity, water, internet, cable television ... and the Purchaser will pay these usage fees specified by the service provider.

Article 12. HANDLING OF CONTRACT VIOLATIONS

12.1 The Parties agree to the handling of violations when the Purchaser delays payment for the purchase of the Apartment:

- (a) If more than 10 (ten) days from the due date must be paid the Apartment Sales Price as agreed in Article 3.3 of this Agreement without the Purchaser making payment or inadequate payment, the Purchaser outside The payment of the due amount will be charged overdue interest on the total amount of delayed payment at the interest rate of 150% of the basic interest rate announced by the State Bank of Vietnam at the time of signing the Contract, from the due date to pay until the Seller receives the late payment.
- (b) In the course of implementing this Agreement, if the total time of the Purchaser's delinquent payment for all installments required in Article 3.3 of this Agreement exceeds 60 (sixty) days, the Seller reserves the right to unilaterally terminate the Contract in accordance with Article 13 of this Agreement.

In this case, the consequences of termination of the Agreement shall be as specified in Article 13.2 (b).

12.2 The parties agree on the handling of violations when the Seller delays handing over the apartment to the Purchaser:

- (a) If the Purchaser has paid the purchase of the apartment in accordance with the schedule agreed in this Agreement or has remedied the breach of payment obligations, except

Article 12.1 (b), but more than 180 days from the Date The handover is expected that the Seller has not handed over the Apartment to the Purchaser, the Seller must pay the Purchaser the interest calculated at the interest rate of 150% of the basic interest rate announced by the State Bank of Vietnam at the time of signing the Contract on the total amount paid by the Purchaser to the Seller and is counted from the closing date of the above 180-day period to the day when the Seller hands over the actual Apartment to the Purchaser.

- (b) If the Seller fails to hand over the apartment more than 180 (one hundred and eighty) days, from the Date of Delivery of the Apartment, then the Purchaser has the right to continue to perform this Agreement with the additional agreement of the time. The point of handing over the new or unilateral Apartment to terminate the Contract is as agreed in Article 13 of this Agreement.

In case the Purchaser unilaterally terminates this Agreement, Article 13.2 (c) shall apply.

If the Seller fails to hand over the Apartment more than 180 (one hundred and eighty) days from the Date of the Hand-over, the Purchaser and the Seller have agreed to extend the Handover of the Apartment, then the Parties shall hand over the Apartment under this renewal agreement.

Article 13. TERMINATION OF CONTRACT

13.1 This Agreement shall be terminated upon occurrence of one of the following circumstances:

- (a) The Parties agree to terminate this Agreement in writing, in which case, the Parties shall make a specific agreement on the terms and conditions for termination of the Agreement;
- (b) The Purchaser delays the Price of the Apartment Sales as agreed in Article 12.1 (b) of this Agreement;
- (c) The Purchaser refuses to accept the handover of the Apartment in accordance with Article 8.4 of this Agreement;
- (d) The Seller is slow to hand over the Apartment as agreed in Article 12.2 (b) of this Agreement; and;
- (e) In the event that a Party is affected by a Force Majeure Event and cannot be remedied within 180 days from the date of the Force Majeure Event to continue performing its obligations under this Agreement and the Parties have no other agreement, either of the Parties may unilaterally terminate this Agreement. The termination of this Agreement in this case is not considered a breach of the Contract.

13.2 Consequences of termination.

- (a) In case of termination of the Contract pursuant to Article 13.1 (a) above, the consequences of the termination of the Agreement shall be agreed by the Parties.

(b) In the case of termination of the Contract pursuant to Article 13.1 (b), 13.1 (c) above, it shall not affect the rights and other remedies that the Seller may have under this Agreement and under the law. :

(i) The Seller is entitled to sell the apartment to another customer without the Purchaser's consent; and

(ii) The Seller will refund the amount paid by the Purchaser to the Apartment (without interest) after deduction of interest due to late payment as stipulated in Article 12.1 (a) (up to the date of marking) termination of the contract) and fines for breach of Contract equivalent to 10% of the Net Selling Price.

The Seller will refund the money to the Purchaser within 60 (sixty) days from the date the Seller signs the Apartment Purchase Agreement with the new customer or 30 (thirty) days from the termination date of the Agreement, whenever comes first.

(c) In the event that this Agreement is terminated pursuant to Article 13.1 (d) above, does not affect the rights and other remedies that the Purchaser may have under this Agreement and under the law:

(i) The Seller will refund the entire amount paid by the Purchaser to the Apartment (excluding interest);

(ii) The Seller shall pay the Purchaser a penalty for breach of the Contract equivalent to 10% of the Net Selling Price and the Seller must still pay the Purchaser the interest of delay in handover as stipulated in Article 12.2.a (calculate up to the termination date of the Contract.

The Seller will refund the money to the Purchaser within 30 (thirty) days from the termination date of the Agreement.

(iii) Immediately after paying the above items to the Purchaser, the Seller is entitled to sell the Apartment to another customer without the Purchaser's consent.

(d) In the event that this Agreement is terminated in accordance with Article 13.1 (e) above:

(i) The Seller will refund the entire amount paid by the Purchaser to the Apartment (without interest) in the manner agreed by the Parties; and

(ii) After paying the above amounts to the Purchaser, the Seller is entitled to sell the Apartment to another customer without the Purchaser's consent.

Article 14. FORCE MAJEURE CASE

14.1 The Parties agree to one of the following circumstances considered to be Force Majeure:

(a) Due to war or natural disasters or due to changes in the State's legal policies;

(b) Due to the instructions or decisions of competent state agencies or other cases prescribed by law;

- (c) Due to fire, storm, flood, earthquake, war, riots, civil violence, uprising, terrorist acts, strikes (not caused by the Seller's fault), epidemics or limitations due to quarantine.
- (d) It is not possible to obtain any relevant approvals from the relevant State Authorities due to changes in the law, or any restrictions or prohibitions due to the Concerned State Bodies issued without the Seller's fault;
- (e) Other cases as prescribed by law.

14.2 Any financial hardship will not be considered a Force Majeure Event.

14.3 When one of the Force Majeure Events appears in accordance with Article 14.1, the Party affected by Force Majeure Event must notify in writing to the other Party within 10 (ten) working days from the date of the Force Majeure Event with proof of Force Majeure Event (if any). After making the notice, the Party affected by the Force Majeure Event fails to fulfill its obligations shall not be considered to violate its obligations under the Contract and is not a basis for the other party to have the right to terminate this Agreement.

14.4 The performance of obligations under the Contract of the affected Party will be suspended during the Force Majeure Event. The affected party will continue to perform its obligations after the Force Majeure Event ends, except as provided in Article 13.1 (e) of this Agreement.

14.5 The party affected by Force Majeure Event must send notice to the other Party when it is no longer affected by the Force Majeure Event and continues to perform obligations that have been suspended by the Force Majeure Event.

Article 15. NOTICES

15.1 Address for the Parties receiving notice of the other Party is as follow:

(a) The Seller:

TSQ VIETNAM COMPANY

Address: LK6D, Mo Lao urban area, Mo Lao ward, Ha Dong district, Hanoi City.

Phone: 02433.560.666 Fax: 02433.560.667

Mail: sangiaodich.tsqvietnam@gmail.com

(b) The Buyer:

Mr. / Ms:

Contact address:

Phone:

Email:

15.2 Notice form between the Parties: is delivered directly, sent by registered mail (signed), sent by fax, texting via mobile phone or other forms of communication registered by the buyer under the Agreement this follow.

15.3 Any notice, request, information or complaint arising in connection with this Agreement must be made in writing. The Parties agree that notices, requests and complaints shall be deemed received if they are sent to the correct address, the name of the recipient of the notice, in accordance with the notification form as agreed in Articles 15.1 and 15.2 and during the time space as follows:

- (a) On the date of delivery in the case of hand-delivered mail and signed by the recipient of the notice;
- (b) On the date of sending if the sender receives a notice of successful fax transfer from the fax machine in case of sending a fax notice;
- (c) On the date of delivery of the letter according to the signature of the announcer in case of sending by registered mail (signed receipt);
- (d) On the 3rd day from the date of postmarking in case of sending notice by courier mail;
- (e) On the date the notice is sent to the email address or other forms of electronic data information under the Purchaser's registration.

15.4 The Parties shall notify each other in writing if there is a request to change the address, form and name of the person receiving the notice at least 7 (seven) working days; If there is a change in the address, form and name of the notice recipient as stipulated in Articles 15.1 and 15.2 above, the Party that has made the change shall not notify the other Party, the sending Party shall not be responsible for the change by the Party not receiving the written notice.

Article 16. DISPUTE RESOLUTION

Where the Parties have a dispute over the contents of this Agreement, the Parties shall discuss and resolve through negotiation. Within 30 (thirty) days from the date a Party notifies in writing to the other Party about a dispute arising out of which the dispute is not negotiated, one of the Parties shall have the right to request a court to be decided by law.

Article 17. COMMITMENTS OF THE PARTIES

17.1 The Seller undertakes:

- (a) The Apartment referred to in Article 2 of this Agreement is owned by the Seller and is not subject to sales to others, is not prohibited from trading in accordance with law;
- (b) The Apartment referred to in Article 2 of this Agreement is constructed in accordance with the plan, the right design and approved drawings provided to the Purchaser, ensuring the quality and correct construction materials as agreed in this Agreement.

17.2 The Purchaser undertakes:

- (a) Investigated and reviewed information about the Apartment;

- (b) Has been provided by the Seller with copies of necessary documents, documents and information regarding the Apartment, the Purchaser has carefully read and understood the provisions of this Agreement as well as annexes and Attach attached. The Purchaser has investigated all issues that the Purchaser deems necessary to check the accuracy of such documents, documents and information;
- (c) The amount used to pay the Apartment Sales Price under this Agreement is legal, without dispute with the third party. The Seller will not be responsible for the dispute of the amount paid by the Purchaser to the Seller under this Agreement. In the event of a dispute over the amount used to pay the Apartment Price, this Agreement remains in force for the Parties;
- (d) Provide the necessary documents when the Seller requests it in accordance with the law to carry out procedures to issue a Certificate to the Purchaser;
- (e) The Purchaser is the subject to purchase and own the Apartment in accordance with the laws of Vietnam.

17.3 The signing of this Agreement between the Parties is entirely voluntary, without coercion or deception.

17.4 In the event that one or more of the terms of this Agreement is declared invalid by the State Agency, invalid or unenforceable in accordance with the current provisions of the law, other provisions of the Agreement are still enforceable for the Parties. The Parties shall agree to amend the articles, clauses which are invalid or not legally valid or unenforceable in accordance with the law and in accordance with the will of the Parties.

17.5 The parties undertake to comply with the agreements set forth in this Agreement.

Article 18. GENERAL AGREEMENTS

18.1 Attached documents below

- Appendix 1 - Description of the Apartment
 - + Attachment 1: Drawings
 - + Attachment 2: List of Finishing Materials Inside The Apartment
- Appendix 2 - Rules of Use and Management of Apartment Building
- Appendix 3 - Payment Request Form
- Appendix 4 - Apartment Handover Notice Form
- Appendix 5 - Apartment Handover Minute Form
- Appendix 6 - Construction Progress Notice Form
- Appendix 7 - Area and equipment under common ownership of the Apartment Building Group
- Special Appendix

Are integral parts of this Agreement. The Parties have carefully read and agreed with the contents stated in these Appendices and Attachments.

18.2 The Parties undertake to comply with the agreements set forth in this Agreement.

Article 19. EFFECTIVENESS OF THE AGREEMENT

19.1 This Agreement is effective from the date of signing.

19.2 This Agreement has 19 Articles, made in 05 copies and has the same validity. The Buyer keeps 01 copy, the Seller keeps 04 copies to store, make procedures to pay taxes, fees and procedures for issuing Certificate for the Buyer.

19.3 Attached to this Agreement is 01 (one) Apartment plan drawing, 01 (one) Apartment floor plan drawing, 01 (one) drawing of the apartment building layout plan Residential has an Apartment as stated in Article 2 of this Agreement, 01 (one) Copy of the Apartment Building Rules.

The Appendices, Attachments to this Agreement and the amendments and supplements made by the Parties are non-separate contents of this Agreement and are effective for the Parties.

19.4 In cases where the Parties agree to change the contents of this Agreement, they must be made in writing by the Parties.

The Parties have read the entire contents, understand and agree to fully comply with the provisions of the Agreement. AS EVIDENCE, this Agreement has been signed by the representatives of the Parties on the date indicated on the first page of this Agreement.

THE BUYER

THE SELLER

Appendix 1

(Attached to the Apartment Sales Contract No.:...../HDMB – HATAY
MILLENNIUM)

APARTMENT DESCRIPTION

The sub-appendices of this Appendix 1 are:

1. Attachment 1: Drawings
 - Design drawing of the apartment ground;
 - Design drawing of the floor on which the Apartment locates;
 - Design drawing of the whole Building;
2. Attachment 2: List of finishing materials inside the apartment

Sub- Appendix 1

Drawings

Sub- Appendix 2

List of finishing materials inside the apartment

1. Table of finishing materials inside the apartment:

Ord.	Room	Material type	Note
I	Floor		
1	Living room	Sand cement floor	
2	Bedroom	Sand cement floor	
3	Kitchen	Sand cement floor	
4	Logia, balcony	Waterproof, high-end anti-slip ceramic, with wall tiles	Thach Ban, Vigracera or similar bricks
5	Toilet	Waterproof, high-end anti-slip ceramic, with wall tiles	Thach Ban, Vigracera or similar bricks
II	Wall		
1	Living room, kitchen, bedroom	Wall baits	Kova, Jotun, Dulux or similar powder
2	Logia, balcony	High quality exterior finish paint against dirt, easy to clean	Son Kova, Jotun, Dulux or equivalent
3	Toilet	High-end ceramic	Thach Ban, Vigracera or similar bricks
III	Ceiling		
1	Living room, kitchen, bedroom	Not completed	
2	Logia, balcony	High quality exterior finish paint against dirt, easy to clean	Kova, Jotun, Dulux, or equivalent
3	Toilet	Gypsum ceiling with moisture resistance to sink, baits, high quality interior paint	Vinh Tuong, Boral or equivalent; Gyproc, Boral or similar moisture resistant gypsum plasterboard. Kova, Jotun, Dulux, Spec or equivalent.
4	Ceiling hatch in toilet	Moisture resistant gypsum ceiling, baits, high-quality interior paint	Vinh Tuong Ceiling hatch, Boral or equivalent. Kova, Jotun, Dulux, Spec or equivalent.
IV	Doors, walls		
1	Main door	Fireproof steel door, smart magnetic lock (with 3 or more functions)	
2	Bedrooms' doors	Not included	
3	Toilets' doors	Not included	
4	Windows	Aluminum frame with electrostatic painting, high quality insulated soundproof glass box (Tempered glass or safety glass)	Kinlong Accessories, AMG, Draho
5	Door, glass wall to logia	High quality aluminum frame with electrostatic powder coating, toughened glass or safety glass.	

V	Balcony		
1	Logia Balcony	Safety glass, handrails and stainless steel legs 304	
2	Air conditioner hot cover	Composite frame or powder coated steel or aluminum alloy.	
VI	Electrical equipment		
1	Wire		Taisin, Tran Phu, Van Xuan or equivalent
2	Electric cabinet and Circuit Breaker	Electrical cabinet includes Circuit Breaker, light electrical cabinet	Circuit Breaker: ABB, Schinder or equivalent
3	Switches, sockets, light electricity	Not included	
4	Ceiling light for living room, kitchen, bedroom	Not included	
5	Toilet lighting	Ceiling light	Asia, Simon, Liper or equivalent
6	Logia lights	Ceiling light	Asia, Simon, Liper or equivalent
7	Door bell	Bell integrated with lobby and apartment doors	Panasonic, Samsung or equivalent
8	Air conditioning system	Copper pipe, condensate drain, ready power source for bedrooms and living room.	Customers will buy air conditioner themselves
9	Toilet hood	Hood system includes hood fans	Grineu, Tomeco or equivalent
10	Fresh air supplier	Wind doors, supply pipes	
11	Kitchen hood	Standby tube and power socket at the kitchen hood	Customers will buy Kitchen hood themselves
VII	Water equipment		
1	Plastic pipes for water supply (hot, cold)	PPR	Europipe, Tien Phong or equivalent
2	Sewer pipe	PVC, uPVC	Europipe, Tien Phong or equivalent
3	Toilet	High-class	American standard or equivalent
4	Hose		High-end Vietnamese product
5	Lavabo	Pots with stone face	American standard or equivalent
6	Washbasin faucet	Hot and cold	Grohe or equivalent
7	Shower	Hot and cold	Grohe or equivalent
8	Bathroom accessories	Towel and tissue paper bar	Vietnam
9	Hot water system	Water heater for toilet and kitchen	Ariston, Ferroli, Kangaroo or equivalent
10	Floor hopper	odor - resistance stainless steel 304	Vietnam
11	Toilet mirror		Vietnam

12	Toilet wall	Tempered glass, open or sliding wings, stainless steel accessories 304	Vietnam / Kinlong / AMG
VIII	Fire protection equipment		
1	Fire alarm system	Smoke detector, heat detector in the living room and kitchen	Hochiki, Nittan or equivalent
2	Fire fighting system	Fire fighting sprinklers at doors and kitchens	Hochiki, Nittan or equivalent
IX	Kitchen Cabinet	Supply only hot and cold water lines to the designated sink position.	

APPENDIX 2

(Attached to the Apartment Sales Contract No.:...../HDMB – HATAY
MILLENNIUM)

BOARD OF CONTENTS OF MANAGEMENT AND USE OF THE CONDOMINIUM

HATAY MILLENNIUM PROJECT

PART I

DEFINITION AND INTERPRETATION

The terms and words in this Regulation mean the following:

1. "**Board of Management**" is the Board of Management of the Condominium, on behalf of the condominium owners, the condominium users to exercise the rights and responsibilities related to the management and use of the condominium according to the laws on housing and this Regulation.
2. "**Common Areas and Equipments of the Apartment zone**" are areas and equipment system of common ownership and use of the Apartment Owners described in Annex 8: Apartment Sales Contract.
3. "**Common Areas and Equipments of Offices, Services, and Commercial zone**" are areas and equipment system of common ownership and use of other Owners in the Condominium.
4. "**Common Areas and Equipments commonly used of the Condominium**" are areas, equipment systems, technical infrastructure systems owned and jointly used by the Condominium Owners described in Annex 8 of the Apartment Sales Contract.
5. "**Common Areas and Equipments commonly used of the Project**" are works and utilities in the Project that do not include Common Area and Equipment of (1) Apartments area; and (2) Office, Service, Commercial Area; and (3) Condominium is commonly owned and used by the Condominium Owners, Investors and other owners as defined in Appendix 8 of the Apartment Sales Contract.
6. "**Apartment**" is an apartment built in a closed-type structure according to the approved design of the Condominium invested by the Seller with the characteristics described in the Apartment Sales Contract;
7. "**Investor**" is TSQ VIETNAM COMPANY, a legally established enterprise under Investment Certificate No. 011043000476 by Hanoi People's Committee first issued on April 24, 2009 (replacing the Investment Certificate No. 031043000006 issued by the People's Committee of Ha Tay Province for the first time on November 24, 2006, certified for the first – time change on June 20, 2007) , have the right to build and operate HATAY MILLENNIUM Project (or other name decided by the Investor or competent authority from time to time) at the address: No. 4, Quang Trung Street, Yet Ward Kieu, Ha Dong district, Hanoi city.
8. "**Condominium Owner**" is the Owner of the Apartment and Other Owners.
9. "**Apartment Owner**" means an organization or individual owning one or more Apartments in the Condominium on the basis of: (i) Certificate of land use rights, house ownership and other assets attached with land or other names as prescribed by law ("Certificate of Ownership") issued by a competent State agency, or (ii) a purchase contract, a transfer document, a donation, inheritance in accordance with the provisions

of law, in case the Apartment has not been granted a Certificate of Ownership and other cases as prescribed by law.

10. "**Other Owner**" is the legal owner of a part of the Apartment, equipment system and technical infrastructure in the Condominium, not the Apartment Owner.

11. "**Management Company**" or "**Enterprise Operating the Condominium**" is an enterprise with sufficient conditions in terms of functions and capacities in accordance with the law on housing, implementing management and operation of the Condominium after the Condominium was completed and put into use; When the first Conference of the Condominium has not been held, the Investor is responsible for organizing the management and operation of the Condominium. In case the Condominium has an elevator where the Investor does not meet the requirements of functions and capacity as stipulated in Item 2, Article 105 of the Housing Law, he / she must hire a unit with adequate conditions of function and capacity under regulations to implement operational management.

After holding the first Conference of the Condominium, the selection of the management unit for the operation of the Condominium shall comply with the following regulations:

- a) In case the Condominium does not have an elevator, the Condominium conference shall decide on the management of operation in the form of self-management or hiring units with sufficient functions and capacity to implement operation management;
 - b) If the Condominium has an elevator where the Investor has sufficient conditions for functions and capacity as stipulated in Clause 2, Article 105 of the Housing Law and needs to participate in the operation management, the Managing Board The Condominium and the Investor negotiate for the Investor to continue signing the contract of service of management and operation of the Condominium;
 - c) If the Condominium has an elevator whose Investor has no function, capacity or function, capacity as stipulated in Clause 2, Article 105 of the Housing Law but does not participate in the operation management or The Investor who participates in the operation management but does not meet the requirements as agreed in the service contract, the Condominium conference decides to select another unit with sufficient functions and capacity according to regulations. to implement operational management.
12. "**Project**" is a project of HATAY MILLENNIUM located at: No. 4, Quang Trung Street, Yet Kieu Ward, Ha Dong District, Hanoi City.
13. "**Owner Representative**" means the representative of the Condominium according to legal authorization documents.
14. "**Condominium Conference**" is a conference with the participation of Condominium Owners (directly involved or duly authorized for other participants) to be convened and organized in accordance with the provisions of Rules and regulations of the law.
15. "**Management Services Agreement**" means a contract entered into between (i) the Board of Management with the Management Company or the Owner; or (ii) between the Owner and the Management Company prior to the time of the Board's administration for the provision of management services for the Condominium in accordance with this Regulation.
16. "**Apartment Sales Contract**" is a Apartment Sales Contract whereby the Owner agrees to sell the Apartment to the Apartment Owner (including the case where the Apartment Owner repurchases or is inherited the right to buy from other parties.

17. "**Apartments zone**" is a collection of Apartments of the Condominium invested, designed and built by the investor.
18. "**Office, Service, and Commercial Area**" means the remaining area of the Condominium excluding the Apartments and Common Area Parts and Equipment of (1) Apartments; (2) Condominium and (3) Project.
19. "**Separate - Ownership Area**" is the Separate - Ownership Area of the Apartment Owner and Private - Ownership Area of other Owners, is a separate area within the Apartment, including the balcony area, the logia attached to the Condominium, the system of private-use technical equipment associated with The Apartment, specifically defined by the Apartment Sales Contract signed between each Apartment Owner and the investor. Private - Ownership Area of other Owners is the area, construction and technical equipment system owned by Other Owners.
20. "**Condominium**" means apartments building belonging to the Project including Apartments, commercial, service and office business areas and common buildings, including part of the campus (if any) of Ha Tay Millennium Project built at No. 4 Quang Trung street, Yet Kieu ward, Ha Dong district, Hanoi City, invested by the Seller ;
21. "**Condominium Owner**" means the Owner of the Apartment directly using the Condominium or organization, household or individual who is legally using the Apartment, another area in the Condominium by renting, borrowing, temporarily staying in, being authorized to manage or use according to decisions of competent state agencies.
22. "**Regulations**" or "**Rules**" are rules of management, use and operation of this Condominium and all annexes, attachments, and amendments and supplements from time to time.
23. "**Management Fee**" means the monthly expenses payable to the Management Company to manage the operation of the Condominium specified in the Management Services Contract;
24. "**Maintenance Costs**" or "**Common – use part Maintenance Costs**" are the 2% amount that the Condominium Owners are obliged to contribute to their own ownership to serve the maintenance of the Common Ownership of the Condominium;
25. "Regulation of Condominium" is the Regulation on management and use of Condominium attached to Circular 02/2016 / TT-BXD issued by the Ministry of Construction on February 15, 2016 and amended and supplemented documents from time to time
26. "**Force Majeure Event**" is an objective event that cannot be anticipated and irreparable by either Party or the Parties to perform its obligations under the Contract, despite applying all necessary measures and permissible capabilities. Cases considered to be Force Majeure Events agreed by the Parties in detail in Article 14 of the Apartment Sales Agreement.
27. "Ward People's Committee" is the commune, ward and township People's Committee where Condominium, Condominiums cluster locate.

PART II

CONTENT OF INTERNAL REGULATIONS

Article 1. Scope and subjects of application

1.1. The Internal Regulation specifies the contents of the management, use and operation of the HATAY MILLENNIUM, applying to Owners of Condominium, Users of Condominium, Investor, Management Company, Board of Management and other individuals and organizations involved in managing the use of this Condominium.

1.2. All Condominium Owners have been provided with a copy of the Internal Regulations as an Addendum to the Apartment Sales Contract or Sales Contract of another area in the Condominium. The Owner of the Condominium is obliged to respect, comply seriously with and require the Condominium Users to respect, comply seriously with the Regulation of Condominium and this Internal regulation. The Owner of the Condominium, himself or through the Users of the Condominium, must promptly remedy the violations of the Rules responsible for ... days from the date of the Board of Management or the Management Company's notice of the violation (s). In any case, the Owner is not responsible for: (i) not providing the Internal Regulations; or (ii) is not bound by the Internal Regulations if the Internal Regulations are provided in accordance with this Article and the Internal Regulations are publicly posted at the Condominium.

1.3. Owner of the Condominium, himself or through Users of the Condominium, in any case without exception, must respect and comply strictly with this Internal Code, the attached annexes and amended and supplemented documents by the Condominium Conference from time to time (if any).

1.4. This Code will also be used to resolve disputes arising from the management and use of the Apartments. In the event of a conflict between these Rules and the Apartment Sales Contract signed between the investor and Owners of the Condominium, the Apartment Sales Contracts shall be prioritized for use in resolving the dispute or conflict between the Owner of the Condominium and the investor.

1.5. For matters not regulated by this Regulation, the provisions of the Apartment Sales Contract, the separate documents signed between the investor and Owner of the investor and other related legal documents shall be prioritized.

Article 2. Provisions for owners, users, temporary residents and visitors entering and leaving Condominium

1. Owners of condominium must strictly abide by the Regulation on management and use of condominiums promulgated by the Ministry of Construction and this Regulation.

2. Guests entering and leaving the apartment building must register, present identity documents at the reception desk or at the security team and must comply with the receptionist's instructions or protect the apartment building. In case of necessity, the apartment receptionist or security guard may keep the identity papers of the guests going into the apartment building for the purpose of controlling the security and safety of the condominium. For areas for offices, services, and trade, there is no need to register and present documents to prove this identity.

3. Persons who temporarily reside in apartments must register their lists with reception desks or security teams and shall register temporary residence at ward-level police offices according to regulations.

4. Users of apartments and temporary residents must take responsibility before law for acts of violating the Regulation on management and use of condominiums and this regulation.

5. Regulations applicable to employees working in the service and commercial office areas: (Specific contents shall be prescribed by the Investor and the Condominium Conference).

Article 3. Prohibited acts in the management and use of the condominium

1. Prohibited acts in management and use of common houses:

a) Using operation management fund, maintenance expense of common ownership is not in accordance with the Housing Law, Decree 99/2015 / ND-CP and Regulation on management and use of apartments by the Ministry Construction issued.

b) Causing seepage and leaking; causing noise beyond the level prescribed by law or discharging garbage, waste water, exhaust gas, toxic substances not in accordance with the law on environmental protection or not in accordance with the regulations on management and use of condominiums.

c) Blankets, livestock and poultry in the area of apartment buildings.

d) Painting, exterior decoration of apartments, condominiums not in accordance with the design and architecture regulations.

e) Transferring the function and purpose of using the common and common ownership part of the condominium; arbitrarily transforming the function and purpose of using the area not to be in the mixed-use condominium in comparison with the approved design or approved by the competent agency.

f) Prohibit the following business lines and goods in the condominium business area:

- Materials causing fire and explosion and occupations that cause danger to the lives and properties of condominium users according to the law on fire prevention and fighting;

- Business dance hall; repairing motor vehicles; slaughtering cattle; other polluting service business activities according to the law on environmental protection.

g) In case of providing restaurant, karaoke and bar services, sound insulation must be ensured, complying with fire and explosion prevention and fighting requirements, having an escape place and complying with other business conditions prescribed by law..

h) Infringement of house ownership rights of the State, organizations, households and individuals.

i) Obstructing the implementation of the responsibility of state management of houses, the exercise of rights and obligations regarding ownership, use and transaction of houses of organizations, households and individuals.

j) Decision on project investment guidelines or approval of investment projects on construction of houses not according to approved construction plannings, programs and housing development plans.

j) Construction of houses on land other than residential land; construction is not in accordance with design standards, area standards for each type of housing that the State has regulations on design standards and housing area standards. Applying the wrong calculation of the housing use area prescribed by the law in purchase and sales contracts, house purchase and lease contracts.

l) Illegal use of the housing area; encroaching on the space and the parts under common ownership or of other owners in any form; arbitrarily changing the bearing structure or changing the design of the private part in the apartment building.

m) Using the area and equipment under the ownership and general use for private use; misuse purposes of the area under common ownership or the area of services in mixed condominiums compared with the decisions on investment in housing construction projects and the contents of approved projects, except in case of permission of competent state agencies for conversion of use purposes.

n) Misuse of mobilized capital or pre-paid housing for housing development.

o) The investor of the house construction project authorizes or assigns the parties to investment cooperation, joint venture, cooperation, business cooperation, capital contribution or other organizations or individuals to sign the contract for renting, renting, buying and selling houses, contracts on deposits of housing or land use right transactions in the project.

p) Carry out transactions of sales and purchase, transfer of contracts of purchase, sales, lease, lease purchase, donation, exchange, inheritance, mortgage, capital contribution, lending, letting in or authorizing house management living in contravention of the provisions of this Law.

q) Renovate, expand, demolish houses currently rented, rented, borrowed, resided and authorized to manage without the owners' consent.

r) Using an apartment for the purpose of not staying; use the area of business in condominiums under the approved project for the purpose of trading in materials causing fire and explosion, business in services causing environmental pollution, noise or other activities affecting to the lives of households and individuals in apartment buildings according to the Government's regulations.

s) Use of separate houses for the purpose of trading in materials causing fire and explosion, service business, causing environmental pollution, noise, affecting social order and safety and living of residential areas but failing to comply with the provisions of the law on business conditions.

t) Reporting and providing inaccurate, untruthful information about houses, not in compliance with regulations or not meeting the requirements of competent state agencies; undermining and falsifying information in housing databases managed by competent state agencies..

Article 4. Provisions on the use of common ownership parts of the condominium

1. Use elevators and general-use equipment according to the right purposes and functional uses.

2. Not to damage or violate common property of condominiums.

3. Comply with the regulations on stopping and parking vehicles at the place where parking is stopped or parked according to regulations.

4. Using community houses for proper purposes and functions in accordance with the Law on Housing.
5. Comply with the regulations on safety of fire prevention and fighting of condominiums.
6. Other provisions: (as stipulated by the Apartment Building Conference).

Article 5. Provisions on repair of damages, changes or additional installation in apartments, other areas under private ownership

1. In case an apartment or other area of private ownership is damaged, the owner or user may repair or replace but must not damage the common ownership and affect the owners. Other friends.
2. In case of replacement, repair or installation of additional equipment, it must ensure that it does not alter, deform or damage the structure of the condominium.
3. In case of damage to equipment under common ownership or common use associated with the apartment, the other area under private ownership shall be replaced according to the Regulation. management and use of condominiums issued by the Ministry of Construction but must not affect the private ownership of other owners. The owner must notify the Managing Board and the management and operation unit to promptly repair and replace when there is damage and must create favorable conditions for the construction unit to repair these damage.
4. If an apartment building has an office, service or commercial area which has damaged equipment under the common use section of the condominium, the owner of this functional area must perform the repair or replacement according to provisions of the Regulation on management and use of apartment buildings issued by the Ministry of Construction.
5. In case of transporting equipment, utensils in condominiums or transporting materials when repairing damage, they must notify the Managing Board, condominium management and operation unit and only perform from 8 am to 18 pm daily to avoid affecting the operation of the apartment building.
6. Other provisions: (as stipulated by the Apartment Building Conference).

Article 6. Provisions on dealing with incidents of the condominium

1. When having problems that may endanger the life and safety of properties in condominiums, the owners and users must immediately notify the Managing Boards and condominium management units for handling. .
2. In case of an emergency incident, it is necessary to evacuate people from the apartment building, it must comply with the instructions on the loudspeaker or the escape signboard or the guidance of the competent guards or units. to move people to a safe place.

Article 7. Provisions on public disclosure of information of the condominium

1. The condominium management and operation unit must publicly announce the information related to the management and use of the condominium on the newsletter or notice board or other media of apartment.
2. The internal rules on fire prevention and fighting must be attached to the prescribed places; Rules for using elevators must be attached to the prescribed places to ensure safe and convenient use.

Article 8. Rights and obligations of the condominium owners and users

1. Request the Board of Management and the unit managing the operation of the apartment building to provide information and contents related to the management and use of condominiums.

2. Condominium owners shall have to pay fire and explosion insurance premiums according to the provisions of law.
3. Strictly abide by the provisions of this Regulation and the Regulation on management and use of condominiums promulgated by the Ministry of Construction.
4. Fully and on time payment for management of apartment operation and other expenses in accordance with the law and agreed with service providers.

Article 9. Handling of violations

1. A member of the Managing Board, the management unit operating the condominium, the owner, the user, the temporary resident and the guest entering and leaving the apartment building if violating the provisions of this Regulation. or violate the provisions of the Regulation on management and use of condominiums issued by the Ministry of Construction, depending on the seriousness of the violations, they shall be considered and dealt with according to the provisions of law and must compensate for damage caused by acts. his violation caused.
2. Members of the Managing Board, condominium management and operation units and users must strictly abide by violation handling decisions of competent agencies or organizations.

APPENDIX 3

(Attached to the Apartment Sales Contract No.:...../HDMB – HATAY
MILLENNIUM)

FORM OF PAYMENT REQUEST

Respectfully to:.....

Company/ Mr./ Ms.:.....

Address:

Tel:

Based on the Apartment Sales Contract [apartment code] / HDMB - signed between

TSQ VIETNAM COMPANY ("Seller") and Purchaser on .../.../.....

(“Contract”), we request Company / Sir/ Madam to pay the amount of Stage No.
..... in accordance with the contract, with the following details:

1. Amount to pay and payment term

The amount is: VND

(In words:.....

Payment term: until the end of

In case Company / Sir/ Madam delays payment according to the time limit mentioned in this notice which is in accordance with the schedule specified in the Contract, the Company / Sir/ Madam must pay interest on the delayed amount in accordance with the contract.

1. Form of payment:

You can pay cash at the accounting office address: ...

or transfer to the following account:

- Bank account number:

- Account holder:

- At:

Payment contents: payment of Stage No., according to Contract No. [apartment code] / HDMB - signed on ...

2. Important note

We would like to note that the Company / Sir/ Madam is responsible for paying the correct and sufficient amount and in accordance with the payment term specified in Article 3 of the signed Sales Agreement; and this notice is only to remind your Company / Sir/ Madam about the payment term agreed in the Sales Contract. If the company / Sir/ Madam pays after the above time limit, we have the right to ask the company / Sir/ Madam to pay the overdue interest and have other rights in accordance with the contract.

Sincerely thanks.

Hanoi, dated

TSQ VIETNAM COMPANY

APPENDIX 4

(Attached to the Apartment Sales Contract No.:...../HDMB- HATAY
MILLENNIUM)

FORM OF APARTMENT DELIVERY NOTICE

Respectfully to:

Company/ Mr./ Ms.:.....

Address:

Tel:

Based on:

- Apartment Sales Contract No. [apartment code] / HDMB - signed between TSQ Vietnam Company ("Seller") and Purchaser on/...../..... ("Contract"),

Notice of the Construction Contractor and the supervision consultant about the completion of the Apartment to be used,

- We would like to inform Company / Sir/ Madam that we have completed the construction of the Apartment [apartment code] so far in accordance with the regulations of the signed Contract. We respectfully invite the Company / Sir/ Madam to be present during the period from to at No. 4 Quang Trung Street, Yet Kieu Ward, Ha Dong District, Ha Noi City in order to carry out procedures to receive the Apartment.

1. Amount of payment

Based on the provisions of Article 3 of the Contract, the Company / Sir/ Madam is obliged to pay the amount of: VND

(In words:

In which:

- 1)VND: is the amount up to deadline of the Total Selling Price of the Apartment.
- 2)VND: is the monthly management fee for the first month.
- 3)..... VND: is the cost of maintenance of common utilities.
- 4)VND: is VAT.
- 5)VND: is Fee and Charge (if determined).
- 6)VND: is another amount (if any).
- 7)VND: is the deductible amount of the Buyer's.

2. Payment term:

Payment term: up to date

In case the Company / Sir/ Madam delays payment according to the time limit mentioned in our notice according to the schedule specified in the contract, Company / Sir/ Madam must pay interest for the late payment in accordance with the provisions of the Contract.

3. Payment method:

You can pay cash at the accounting office, address:

or transfer to the following account:

Bank account number:

Account holder:

At:

- Payment content: payment of stage No.: according to the contract number [apartment code] / HDMB - HATAY MILLENNIUM signed on

Important note

We would like to note that the Company / Sir/ Madam is responsible for receiving the Apartment, paying the correct, sufficient and on - time payment according to this notice. If

your company / Sir/ Madam pays after the above time limit, we have the right to ask Company / Sir/ Madam to pay the overdue interest and have other rights in accordance with the contract.

Sincerely thank you.

Hanoi, dated
TSQ VIETNAM COMPANY

Note: The above notice of apartment delivery can be changed from time to time by the Seller in accordance with the reality at the time of the notice on the basis of compliance with the provisions of Contract and law.

APPENDIX 5

(Attached to the Apartment Sales Contract No.:...../HDMB- HATAY
MILLENNIUM)

FORM OF APARTMENT DELIVERY MINUTE

Based on the Apartment Sales Contract No. [apartment code] / HDMB - signed between the Company ... ("Seller") and the Purchaser on/...../ ("Contract")

THE APARTMENT SELLER (hereinafter referred to as "Seller"):

Company:

- Business code / Business Registration Certificate:

- Headquarter:

- Contact address:

- Telephone: Fax:

- Representative by Mr. (Ms.): Position:

According to the document of authorization [...] dated [...] of the Company

Account number:

- Tax code:

THE APARTMENT BUYER (hereinafter referred to as "Buyer"):

Mr. (Ms): [NAME OF THE INDIVIDUAL]

- ID / passport number:

- Permanent residence:

- Address:

- Telephone: Fax:

Account number (if any):

[NAME OF THE ORGANIZATION]

Business code / Business Registration Certificate:

- Headquarter:

- Contact address:

- Telephone: Fax:

- Representative by Mr. (Ms.): Position:

According to the document of authorization [...] dated [...] of the Company

Account number:

- Tax code:

After checking the Apartment, the Seller and the Buyer agree to sign this Minute with the following conditions:

1. The Seller has transferred to the Purchaser and the Purchaser has received, manage and use the Apartment, the Apartment key and documents related to the use of the Apartment (according to the attached handover list).

2. The Purchaser has checked the Apartment and confirmed that the Apartment has been completed in accordance with the Agreement, accordingly:

- The actual Clear Span Area of the Apartment unified by the parties m².

- Clear Span Area agreed in the Apartment Sales Contract is: m²

- The difference between the actual Clear Span Area and Clear Span Area agreed in the Apartment Sales Contract (if any) is:

3. The Seller, at the request of the Purchaser, agrees to revise and complete some of the works listed below (if any) within 15 days of signing this Miniute.

-
-

4. The Purchaser agrees to pay the Seller or the management service provider as specified by the Seller for the monthly management fee and to pay the units providing the costs of using other utilities such as electricity, water, cable TV, satellite (if any), telecommunications, contact information and other related expenses (if any) according to the actual monthly usage, contribution and full payment and on - time other amounts (if any) prescribed by the service provider in accordance with the Internal Regulations.

5. The Purchaser agrees that if the Purchaser does not reside in the Apartment after the handover of the Apartment in accordance with this Minute, the Purchaser shall still have to pay the monthly management fee as prescribed by the provider. The regulations are in accordance with the Condominium Internal Regulations from the date of this Minute.

The Purchaser is committed to respecting and complying with the Condominium Internal Regulations during the process of owning and using the Apartment.

6. The Apartment has been officially handed over to the Purchaser at the time of signing. This minute takes effect from the date of signing and is made in five (05) copies and has the same validity, one copy is delivered to the Purchaser, the other four are kept by the Seller to make procedures tax, registration fee, procedures for issuing Certificate to the Buyer.

PURCHASER
(Signed and sealed)

SELLER
(Signed and sealed)

Note: The above form of apartment handover minute can be changed from time to time by the Seller in accordance with the reality at the time the Parties sign the Handover Minute based on the provisions of the Contract and law.

APPENDIX 6

(Attached to the Apartment Sales Contract No.:...../HDMB- HATAY
MILLENNIUM)

FORM NOTICE OF CONSTRUCTION PROGRESS

Respectfully to:.....

Company/ Mr./ Ms.:.....

Address:

Tel:

- Based on construction progress reports of construction contractor;
- Based on the report on construction supervision of the monitoring consultant unit;
- Based on the minutes of acceptance of concrete floor construction on ...
- Based on the Apartment Sales Contract No. [apartment code] / HDMB - signed between the Company ("Seller") and the Purchaser on ("Contract"),

Company would like to inform you that we have completed the construction of floors.

We commit to try our best to coordinate with the construction contractor to work on schedule and hand over the Apartment to use as soon as possible.

Sincerely thank you.

Hanoi, Dated ...

The company's representative

APPENDIX 7

(Attached to the Apartment Sales Contract No.:...../HDMB– HATAY MILLENNIUM)

1. AREA AND EQUIPMENT IN GENERAL USE OF THE GENERAL HOUSE

(a) The remaining area of the Apartment Building other than the area under the ownership of the Apartment Building owners specified in Articles 11.1 and 11.2; community houses of the Apartment Building;

(b) Space and system of bearing structures, technical equipment used in the Apartment Building include frames, columns, load-bearing walls, walls of houses, walls for division of apartments, floors, roofs, terraces, corridors, staircases, elevators, escape routes, litter boxes, technical boxes, power supply and water supply systems, communication, radio, television, water drainage and tank systems phosphates, torpedoes, fire and other parts not belonging to the owner of the Apartment Building owner;

(c) The external technical infrastructure system but connected to that Apartment Building, except for the technical infrastructure system used for public purposes or subject to handover to the State or to the investor. manage according to the approved project content;

(d) Public facilities in the Apartment Building but not under construction investment for business purposes or must be handed over to the State according to the approved project contents, including public yards, flower gardens and parks. and other works identified in the contents of the approved project;

(e) Bicycle, handicapped vehicle, two-wheeled motor vehicle, three-wheeled motor vehicle for owners and users of the Apartment Building built according to the plan of the parking area Attached to Appendix 1 of Appendix 1 according to standards, construction standards and approved designs.

(f) Refugee booths are designed according to national technical regulations on houses and public works (QCVN 04-1: 2015 / BXD), managed and used in accordance with the provisions of Vietnamese law. male.

Details are as follows:

(i) Electricity and lighting system:

- Medium-voltage cabinets, medium-voltage underground cables, transformer stations; Main distribution cabinet; Electric cabinet floor; Busway guide: these items will be handed over to the Dien Luc unit with management functions (the unit managing the operation of the Apartment Building will coordinate with the Electricity Unit with functions to operate), specifically:

+ Supplies and equipment from the power supply to the meter for the Apartment: this material and equipment is handed over to the Dien Luc unit with management functions.

+ Supplies and equipment from electricity supply to meters for service areas, commercial centers: supplies and equipment are handed over to Dien Luc units with management functions.

+ For supply cabinets for additional charge such as fire protection; water supply and drainage pumps; booster fan; smoke exhaust fan hallway; Corridor ventilators (except for supplies and equipment from power supplies to handover meters for Management Power units).

+ For supply cabinets for loadings such as basement ventilation fans (except for supplies and equipment from the power supply to the handover meter for the Electricity management unit).

- Backup generator system;
- Public lighting system; emergency lighting and emergency exit:
- + Residential corridor area; apartment hall; stairs; technical rooms (except for areas of offices and commercial areas).
- + Lighting garden landscape; illuminating the building's standing surface, illuminating the light.
- Anti-lightning system.
- Grounding system for TBA work and safe grounding.
- (ii) Light Electrical and Building Management System (BMS) (excluding office and commercial areas)
 - Smart building management system (BMS).
 - Public sound system.
 - Camera surveillance system.
 - Video door phone system (Video door phone) (except for the apartment call button with camera at apartment door and bell screen inside the apartment).
 - Car parking management system and traffic flow (except basement area):
- (iii) Water supply system outside the Apartments:
 - Including: Storage tank, water supply pump on roof, piping system, lock valve, roof water tank, booster pump cluster.
 - Water supply system from the clock level is provided to public areas (except for offices and commercial areas).
 - Water supply system for: Fountain, small branches, watering road cleaning plants, basement floors.
- (iv) Drainage system (except for branch pipes: sewage disposal of toilets, kitchens, laundry areas, storm water drainage balconies of Buyer's owned households):
 - Waste water treatment station, septic tank, sewage bomb.
 - Vertical and collecting axle piping system of waste water drainage system and rainwater drainage system (including water collecting, floor drainage, water collection bridge).
 - Pipe system, water collection station, drainage ditches.
- (v) Escape elevators and stairs (except for the elevator part reserved for the seller's own part):
 - Elevator, elevator control system (access control) serving residents.
 - Exit staircase system.
- (vi) Fire protection: The whole system of fire prevention and fighting (including water tanks).
- (vii) Ventilation and air conditioning systems:
 - Air conditioning, ventilation of the apartment lobby, regulating the corridor of the Apartment area (if any), regulating functional technical rooms (except for the fan and basement fan rooms).

2. OTHER AGREEMENTS:

The Parties agree:

- a) If, according to the provisions of law, one or some of the common / owned areas, works and utilities prescribed in Section 1 above are handed over to the state management agency, the discussion shall take place. delivery, management mechanism, use of handover items and related issues will be carried out on the basis of documents / decisions of competent state agencies.
- b) The Purchaser is responsible for complying with the Seller's regulations and the operator of the Apartment Building in relation to the management, operation, use, repair, maintenance and maintenance of Area Parts and Shared Property Equipment of Apartment Building. Maintenance

and maintenance fees for the Common Area Parts and Equipment will be deducted from the Maintenance Fund and the additional maintenance fund contributed by the respective parties in proportion to the area owned by the parties. every time.

c) To ensure the provision of essential services to the Purchaser, the Seller and other owners (such as electricity, water, communications, television, telephone, internet), the Seller (and / or the supplier appointed by the Seller) has the right to exploit and use (without paying the Apartment owners) the items, the system that is under common ownership.

SPECIAL APPENDIX

(Attached to the Apartment Sales Contract No.:...../HDMB– HATAY
MILLENNIUM and only applied for Apartment)

Special Appendix (“**Appendix**”) This is made and signed on between:

I. TSQ VIETNAM COMPANY

Certificate of Investment Registration: 011043000476 issued by Hanoi People's Committee for the first time on April 24, 2009 (replacing the Investment Certificate No. 031043000006 issued by the People's Committee of Ha Tay Province for the first time on November 24, 2006, certified for the first – time change on June 20, 2007).

Headquarter: LK6D, Mo Lao urban area, Mo Lao ward, Ha Dong district, Hanoi city

Phone: 024 33560666

Account number: 2029998-002 At Indovina Bank, Hanoi

Tax code: 0107403065

Represented by: Mr. **DO Quan** Position: General Director of the Company

(Hereinafter referred to as "Seller")

II. Mr./ Ms.:

ID card / Passport number: _____ At: _____ Issued on _____

Permanent residence: _____

Contact address: _____

Phone: _____

Email: _____

Account number (if any): _____

(Hereinafter referred to as "Buyer")

Mutually agree to sign this Appendix with the following articles and clauses:

Article 1: Term of ownership of the Apartment

1.1 The ownership duration of the Apartment is calculated from the effective date of the Apartment Sales Contract until ... / ... / ("Ownership Term").

1.2 The extension of the Ownership Term will be implemented in accordance with the laws of Vietnam.

Article 2: Regulations on the use of the Apartment

Not in conflict with the rights and obligations of the Parties under the Sales Agreement, the Parties agree to exercise the right to use the Apartment for the purpose of the Purchaser's house.

Article 3: General provisions

3.1. Other contents of the Contract remain in effect except for those which are contrary to the contents specified in this Appendix.

3.2. This Appendix is effective from the date of signing and is an integral, unbound part of the Contract. In the event of a conflict between this Appendix and the Contract, the provisions of this Appendix shall apply.

3.3. This appendix is made in 05 copies and has the same validity, the Purchaser keeps 01 copy, the Seller keeps 04 copies for archiving, procedures for paying taxes, fees and procedures for issuing Certificate to the Buyer.

BUYER

*(Signature and full name, seal if it is a
organization)*

SELLER