

APARTMENT PURCHASE CONTRACT

NO: [REDACTED]/HDMB/ML

BETWEEN

MAI LINH INVESTMENT JOINT STOCK COMPANY

AND

[REDACTED]

On.....

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Hanoi, [REDACTED]

APARTMENT PURCHASE CONTRACT

PROJECT: GOLDEN PALACE A ENTERTAINMENT PARK, SCHOOL AND
COMERCE, SERVICE COMPLEX

No: [REDACTED]/HDMB/ML

Pursuant to:

- *Civil Code No. 91/2015/QH13 on November 24, 2015;*
- *Law on Housing No. 65/2014/QH13 on November 25, 2014;*
- *Law on Real Estate Business No. 66/2014/QH13 on November 25, 2014;*
- *Law on protection of consumers' rights No. 59/2010/QH12 on November 17, 2010;*
- *Decree No. 76/2015/ND-CP on September 10, 2015 of the Government on guidelines for the Law on real estate trading;*
- *Circular No. 02/2016/TT-BXD February 15, 2016 of the Minister of Construction on the Regulation on management and use of apartment buildings;*
- *Circular No. 28/2016/TT-BXD December 15, 2016 of the Minister of Construction on amendments to the Circular No.10/2015/TT-BXD dated December 30, 2015 by Ministry of Construction providing regulations on professional training courses in management of apartment buildings, the Circular No. 11/2015/TT-BXD dated December 30, 2015 by Ministry of Construction providing regulations on issuance of real estate broker license, guidelines for training and improving knowledge of real estate brokerage practice and management of the real estate trading floor, and establishment and organization of activities of the real estate trading floor, and a number of regulations on management and use of apartment buildings promulgated under the Circular No. 02/2016/TT-BXD dated February 15, 2016 by Ministry of Construction.*
- *Circular No.19/2016/TT-BXD on June 30, 2016 of the Minister of Construction on guidelines for implementation of some content of the Law on Housing and Government's Decree No. 99/2015/ND-CP dated October 20, 2015 on guidelines for implementation of some Articles of the Law on Housing;*
- *The Guarantee agreement No.;*
- *Document No.9058 on October 03, 2019 of Hanoi Department of Construction on confirming that Project "Golden Palace A Entertainment Park, school and apartment, commerce and services complex" in Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi whose investor is Mai Linh investment joint stock company meets the requirements in terms of off-the-plan real estate to be put into business in accordance with regulations in Clause 1 Article 55 of Law on Real Estate Business No.*

66/2014/QH13 in 2014;

- *Capacity and need of the Parties.*

It is agreed by both Parties to sign this apartment purchase contract (“Contract”) with the following conditions and terms:

Article 1. Definitions and Explanation

In this Contract, the following words and phrases shall be interpreted as follows:

- 1.1. **“Management Board”** means an organization of which the members consists of representative of Owner, Investor (if any), representative of Occupier (if authorized legally by Owner to participate in Condominium Meeting and self-elected/or be nominated to join Management Board); elected, dismissed by the Condominium Meeting in accordance with regulations of law to perform rights and obligations relating to management, use of Condominium according to Internal regulations, regulation on management and use of apartment buildings enacted by Ministry of Construction and in accordance with regulations of Vietnamese law on housing.
- 1.2. **“Apartment Warranty”** means repairing, fixing, replacing spare parts of Apartment when it is damaged, defected or malfunctioned without Occupier’s fault within period as provided for by regulations of laws and the agreement in Article 8 of Contract.
- 1.3. **“Party A”** or **“Investor”** means the Apartment seller with their information being stated in Annex II “Information of the Apartment seller and buyer” attached to this Contract.
- 1.4. **“Party B”** means the buyer, their information is provided in Annex II “Information of Apartment seller and buyer” attached to this Contract.
- 1.5. **“Apartment Handover Minutes”** means a document acknowledging the handover and takeover of the Apartment between Party A and Party B, that is made and signed or deems to be signed between the Parties at the time of handover according to the form attached to this Contract.
- 1.6. **“Liquidation Minutes”** means a document acknowledging completed obligations and reserved obligations according to the Contract at the time when the Parties prepare documents for applying the Certificate, such document is signed between the Parties according to the form attached to this Contract.
- 1.7. **“Parties”** or **“Both Parties”** means Party A and Party B, **“Party”** means either Party A or Party B depending on the context.
- 1.8. **“Apartment”** means an apartment being built according to the approved design, belonging to the Building in the Project invested by the Party A with its specifications as described in Article 2 of this Contract.
- 1.9. **“Owner”** means the Party A, Party B, other parties having lawful ownership to apartment(s) and/or Individual Proprietary Area of the Project.
- 1.10. **“Operation and Management Service”** means services of management, operation in order to ensure the Condominium works normally, and be supplied by Management Unit in accordance with the contract executed with the Investor or Management Board from time to time.
- 1.11. **“Apartment Built Up Floor Area”** means areas being calculated from the centerline of

wall, partition of the Apartment, including areas having pillar, technical box inside the Apartment.

- 1.12. “Temporary Usable Area of Apartment”** means individual usable area of Apartment stated in this Contract, being calculated according to carpet area, including areas of the partitions separating rooms inside the Apartment (including the partitions separating rooms, or areas inside the Apartment from the area of technical box), the area of balcony, loggia (if any), the floor area on which rainwater/other kind of waters drainage system (if any) belonging to such Apartment; not including the area of enclosing walls, partitions separating Apartments, the pillar/technical box-contained floor area inside the Apartment. When calculating the area of balcony, loggia, the total floor area shall be calculated, if balcony and/or loggia has shared wall, the area of balcony, loggia shall be calculated from the inner edge of the shared wall, as to individual usable wall, it shall be calculated from outer edge of such wall which is clearly described in Plan drawing of floor of Apartment attached to Annex III “Apartment’s information” of Contract. In case of handing over in rough, the usable area shall be calculated from the inner edge of wall (rough wall) surrounding Apartment at the time of handing over in rough, not including coating/plastering (if any).
- 1.13. “Actual Usable Area of Apartment”** means the usable area of the Apartment being measured in reality and being checked, confirmed at the handover time of the Apartment according to the method stipulated in Clause 1.12 of this Article; being acknowledged in the Apartment Handover Minutes or Certificate of such Apartment.
- 1.14. “Project”** means the Project “Golden Palace A Entertainment Park, school and apartment, commerce and services complex” in Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi, whose investor is Mai Linh Investment Joint Stock Company, which is specified according to drawings, technical instructions and legal documents issued by competent State authorities.
- 1.15. “Management Unit”** means the unit that conducts the management, operation of the Condominium, being appointed/chosen by the Investor according to a management service contract which is signed with the Investor/unit authorized by Investor or being chosen by the Condominium Meeting and signing the management service contract with Management Board.
- 1.16. “Apartment Sale Price”** means the amount of money that Party B must make payment for Party A to purchase the Apartment, including land use right value, but not including VAT and the Maintenance Fee, stipulated in Annex IV “Total contract value and payment schedule” of the Contract.
- 1.17. “Certificate”** means the Certificate of land use right and ownership of houses and other land-attached assets issued to Party B by the competent state authority for acknowledging Party B’s ownership as to Apartment.
- 1.18. “Condominium Meeting”** means the meeting organized at Condominium, of which participants consists of representatives of Owners, Occupiers (if authorized legally by Owner to participate in Condominium Meeting) of apartments in the Condominium, organized at the first time by the Investor and at the subsequent times by the Management Board, stipulated in detail in the Internal Regulations and laws.

- 1.19. “Contract” or “Apartment Purchase Contract”** means this Apartment Purchase Contract and all attached annexes as well as all of written revision, amendment to this Contract which is made, signed by Parties during the performance of the Contract.
- 1.20. “Apartment Area”** means the area including apartments of Condominium which is invested, designed and built by Investor for the purpose of residence, not including parts, areas designed for other purposes such as commerce, service, office,... in accordance with the Project’s planning approved by the competent state authority.
- 1.21. “Commerce, Service Area”** means a part/area of Condominium which is invested, designed and built by the Investor for the business purposes of service, commerce, office...(not for the purpose of residence) in accordance with the Project’s planning approved by the competent state authority.
- 1.22. “Maintenance Fee”** means the 2% amount that each party is obliged to contribute correspondingly to individual proprietary area of such party to maintain the Common Proprietary Area and other areas agreed by Owners in accordance with regulations of Vietnamese law.
- 1.23. “Condominium”** means the Building(s) in Project built in accordance with licenses and necessary approval of competent state authorities.
- 1.24. “Expected Apartment Handover Date”** means the day that Party A expects to hand over the Apartment to Party B as stipulated in Point a Clause 5.2 Article 5 and Annex III “Apartment’s Information” of this Contract.
- 1.25. “The Due date of Handing-Over the Apartment”** means the latest day that Party A is entitled to delay handing-over in comparison to Expected Apartment Handover Date, as stipulated in Point b Clause 5.2 Article 5 of this Contract.
- 1.26. “Actual Apartment Handover Date”** means the day on which Apartment Handover Minutes is signed between Parties or the day is agreed by Parties to be the handover date as stipulated in Point c Clause 5.2 Article 5 of Contract.
- 1.27. “Representative”** means the person appointed or authorized to represent for one Party in this Contract with detail information stipulated in Annex II “Information of Apartment seller and buyer” of Contract.
- 1.28. “Occupier”** means organizations, households, individuals who are using Apartment legally or other areas in the Project through the method of renting, borrowing, being permitted for staying, being permitted/authorized to manage, use, live, reside in accordance with decision of Owner or decision of competent state authority.
- 1.29. “Internal Regulation”** means regulations of managing, using the Condominium in Annex V attached to this Contract and all of amendment, revision documents thereof adopted by Condominium Meeting in the process of managing, using the Condominium.
- 1.30. “Individual Proprietary Area”** means area, space, equipment... which are owned individually by Owners (including Party B) as stipulated in Article 3 of Contract.
- 1.31. “Common Proprietary Area”** means area, space, equipment... as stipulated in Clause 3.3 Article 3 of this Contract.
- 1.32. “Common Use Area”** means area, space, equipment, work, facilities...owned by

Investor and/or other Owner (not Owner of Apartment), which is invested, built by Investor and/or other Owner (not allocating into Apartment Sale Price when the Contract is signed by Parties) for Apartment Owner, Investor and other Owner in the Project to exploit, use together from time to time. For clarity, co-exploitation, co-using to this area is depended on Party B's demand and in such case, Parties shall discuss and agree specific conditions in accordance with regulations of law to exploit and use together.

- 1.33. **“Management Service Fee”** means the amount of money that Owners, Occupier must make payment in favor of the Management Unit to be provided Operation and Management Service as stipulated in Clause 4.2 Article 4 of Contract.
- 1.34. **“Force Majeure Event”** means an event occurred in objective manners which is not able to foreseen and is not able to be remedied by each Party or Both Parties in the Contract in order to perform its obligations according to Contract, although all possible necessary and admissible measures being taken. The events being considered as Force Majeure Event will be agreed by the Parties in detail in Article 14 of Contract.
- 1.35. **“Notice of Handing-over Apartment”** means the document that Party A sends to Party B to inform time, address and procedure to handover the Apartment, made in accordance with the form attached to this Contract.
- 1.36. **“Building”** means a condominium building in Project, including Apartment purchased in accordance with this Contract.
- 1.37. **“Total Contract Value”** means the amount of money stipulated in Clause 4.1 Article 4 of Contract.

Article 2. Specifications of Apartment

Party A agrees to sell and Party B agrees to buy 01 (one) Apartment with specifications as follows:

- 2.1. Specification of Apartment: As described in Annex III “Apartment’s Information” of Contract
- 2.2. Planning Information relating to house, construction:
- 2.3. Characteristic of land lot of Project:
 - a) Land lot No.: or plot No..... or portion No.:
 - b) Map No.: made by..... on
 - c) Total built up floor area:m²
 - d) Total land using area:m², in which:
 - Individual usable area:m²
 - Common usable area (if any):m²
 - e) The origin of land using (being allocated, being recognizing or renting):

Apartment is built in accordance with the approved design and is made from materials, equipments as stipulated in Annex III “Apartment’s information” of Contract. Technical infrastructural works and Social infrastructural works serving demand of living in Condominium are built in accordance with the planning, design, content, schedule of the Project approved/accepted by competent state authority and its quality is guaranteed

according to current construction regulations, construction standard in Vietnam, including: transportation system, public lighting system, household electricity; domestic water supply system, sewage treatment system of Condominium serving normal living demands of Party B; social construction system; the above systems are ensured to connect to public infrastructural works of area. If Apartment and constructions are handed-over in rough, entire of exterior of Apartment must be completed.

2.4. Contruction schedule is as follows:

- a) The first period:
- b) The second period:
- c) The period:
- d) The period:
- e) The period:

2.5. The purpose of Apartment: For residence.

Article 3. Individual Proprietary Area and Common Proprietary Area

3.1. Individual Proprietary Area of Party B

Individual Proprietary Area of Party B includes: Actual Usable Area of Apartment, space, equipments being inside and attached to Apartment as stipulated in Annex III “Apartment’s information” of Contract.

3.2. Individual Proprietary Area of Party A

Individual Proprietary Area of Party A includes:

- a) Apartments that Party A has not sold yet/shall not sell.
- b) Basement (excluding parking space of Common Proprietary Area and other areas, equipments stipulated in Clause 3.3 of this Article).
- c) The first floor (excluding space of Common Proprietary Area stipulated in Clause 3.3 of this Article, such as: reception hall of Apartment Area, Community house of Condominium...)
- d) Mezzanine/technical floor.
- e) The areas used for commerce-service and the area used for setting up technical equipment system for commerce-service purpose and other areas according to Party A’s arrangement in accordance with the approved design.
- f) Car parking area.
- g) The parking area for bicycle, vehicle of the disabled, for two-wheel motor vehicle, three-wheel motor vehicle (except for the area of Common Proprietary Area as stipulated in Point b, Clause 3.3 of this Article).
- h) Technical equipment system used privately of Party A’s Individual Proprietary Area

3.3. Common Proprietary Area

- a) Community house of the Building (if any), space and bearing structure system, common use technical equipment in the Building including frame, pillar, bearing wall, Building enclosing wall, wall between apartments, floor, roof, terrace,

corridor, staircase, elevator, emergency exit, littering box, technical box, the system to supply electricity, water, gas, the system of communication, radio, television, water drainage, sump, lightning protection, fire protection and other system not belonging to individual proprietary area of Owners.

- b) Parking space (bicycle, vehicle of the disabled, for two-wheel motor vehicle, three-wheel motor vehicle) for owners, occupiers in Condominium which is built in accordance with construction regulation and arranged at the divided area in the basement according to the approved design, excluding the parking space of individual proprietary of Investor/other Owner is the total m² arranged at the rest of the basement in accordance with the approved planning.
- c) External technical infrastructural system but connected to the Building, except for technical infrastructural system for public purpose or in case of being handed-over to the State or to Party A to manage in accordance with the approved content of the Project.
- d) Public constructions within Building area but not being in category of construction investment for business purpose or in case of being handed-over to State in accordance with approved content of Project, including public yard, flower garden, park and other works specified in approved content of Project.

Detail content of Common Proprietary Area is stipulated in Annex I “List of Common Proprietary Area and Common Use Area” of this Contract.

Article 4. Payments, payment method and payment schedule

4.1. Total Contract Value

- a) Total Contract Value: including total Apartment Sale Price, VAT, Maintenance Fee that Party B is obliged to make payment to Party A in accordance with Annex IV “Total Contract Value and payment schedule” of Contract.
- b) Apartment Sale Price stipulated in Point a of this Clause does not include:
 - (i) Registration fee, charges, fees, other expense in accordance with regulations of law relating to performing procedure of applying for Certificate for Party B.
 - (ii) Expense for connection, setting up equipment and using service for Apartment, including: postal service, telecommunication service, television service and other services that Party B uses exclusively for Apartment or for Party B
 - (iii) The amounts of money payable by the Party B according to Internal Regulation from time to time.
- c) Maintenance Fee that Party B is obliged to contribute in accordance with this Contract must be paid to the Party A latest before the Apartment handover day. Within 07 (*seven*) days from receiving all the Maintenance Fee from the Owner, Party A is responsible for sending it to a saving account opened at a credit institution operating in Vietnam to manage such Maintenance Fee and informing to the housing management authority of province where the Condominium is placed. Within 07 (*seven*) days from receiving request/proposal of Management Board

(Management Board was established legally and the establishment was confirmed by People's Committee of districts), Party A must transfer Maintenance Fee including deposit interest to Management Board to manage, use Fee in accordance with current regulations of law and inform the housing management authority of province to know; if Party A does not hand over this Maintenance Fee, Management Board shall be entitled to request Hanoi People's Committee to force Party A to hand over in accordance with regulation of Government.

- d) To adjust Total Contract Value
- (i) In case of having difference (larger or smaller) between Actual Usable Area of Apartment and Temporary Usable Area of Apartment, Total Contract Value shall be adjusted according to the following principle:
 - (i).1. If the differential rate within 02% (*two percent*), Parties shall not adjust the Total Contract Value.
 - (i).2. If the differential rate exceeds 02% (*two percent*), Parties shall adjust Total Contract Value according to the actual difference
 - (ii) If the Total Contract Value after adjustment due to area change is less than Total Contract Value as stipulated in this Contract, Party A shall pay the difference amount to Party B within 15 (*fifteen*) days from the signing date of Apartment Handover Minutes, unless otherwise agreed by the Parties.
 - (iii) If Total Contract Value after adjustment due to area change is more than Total Contract Value as stipulated in this Contract, Party B shall pay the difference amount to Party A within 15 (*fifteen*) days from the signing date of Apartment Handover Minutes, unless otherwise agreed by the Parties.

4.2. Management Service Fee

From the Actual Apartment Handover Date and not depending on using or not using the Apartment, Party B must pay the Fee of Operation and Management Service as follows:

- a) *Until the time when the Management Board signs a service contract with the Management Unit:* Management Service Fee (not including VAT) is VND...../m²/month (calculated on the Actual Usable Area of Apartment). This price may be adjusted by Party A base on the content of works to be managed, operated, and the services to be used in the Condominium at the time of handing over the Apartment, such price shall be specified and acknowledged in the Notice of Handing-over Apartment or other notice(s) from Party A provided that such price is not higher than the maximum price (ceiling price) according to the law. Party B is responsible for paying monthly Management Service Fee according to a notice of Party A or Management Unit sent to Party B at least 10 (*ten*) days before the due date of payment.
- b) *From the signing date of service contract between the Management Board and the Management Unit:* the Management Service Fee shall be specified and paid in accordance with decision of the Condominium Meeting.

4.3. Other taxes, charges and fees

- a) Depending on a notice of Party A and within the duration in this notice, Party B is

responsible for (i) paying for the competent state authority, or (ii) refunding to Party A if Party A, on behalf of Party B, has already paid taxes, charges and fees arising from and/or relating to the assignment and registration of Apartment's ownership and applying for the Certificate, including: VAT, registration fee and/or any amount needs to be paid additionally for the State in accordance with regulations of law to having the land use right and Apartment ownership (if any). Party A is responsible for informing to Party B about making such payment at least 05 (*five*) working days before the due date.

- b) Party B is responsible for paying taxes, fees, expenses (if any) when assigning the Contract or selling Apartment to other person in accordance with regulations of law.
- c) Party B is responsible for paying for service providers when connecting, setting up equipments and using services for Apartment such as: postal service, telecommunication service, television service and other services, facilities according to Party B's demand.
- d) Party B is responsible for paying bank fee, transfer fee or relevant fees which must be paid or calculated in Party B's payment amount.
- e) Party A is responsible for paying land use fee and other fees, charges within Party A's responsibility when selling Apartment according to the Contract in accordance with regulations of law. Party A is responsible for representing Party B to pay VAT arising from buying Apartment.

4.4. Payment schedule

- a) Payment schedule of the Total Contract Value is performed in accordance with regulation in Annex IV "Total Contract Value and payment schedule" of the Contract.
- b) Payment schedule of the actual Total Contract Value is specified on basis of actual construction progress. In case the actual construction progress is different from the expected construction progress stipulated in Annex IV "Total Contract Value and payment schedule" of the Contract, actual payment schedule shall be adjusted in accordance with the actual construction progress. The adjusted time of each period and of total periods shall not exceed 90 (*ninety*) days and the Apartment handover duration must be guaranteed as stipulated in Article 5.2.b of the Contract.
- c) Management Service Fee for the **first (.....) months** from the Actual Handover Date must be transferred once time together with Maintenance Fee. The payment progress of the Management Service Fee of the subsequent payment installments are stipulated in a service contract signed with Management Unit. The payment schedule of other taxes, fees, charges: as required by the competent state authorities or as Party A's notice, or according to the agreement between Party B and service providers.
- d) In case the due date is the day off as prescribed by law, the payment date shall be the next working day after such day off.
- e) The time of determining Party B fulfills its obligation with all must-pay amount

shall be the point of time when all paid amount or bank transferred amount have been credited into the Party A's bank account.

4.5. Payment Dossier

At each payment installment of the Total Contract Value, Party A is responsible for providing for Party B:

- a) VAT invoice corresponding to the amount of Apartment Sale Price paid by Party B;
- b) The documents which confirm that Building construction progress is corresponding to the payment schedule of Total Contract Value.

4.6. Payment method

Party B shall make payment in Vietnam dong in cash or by transferring to Party A's bank account. Information of such bank account is stipulated in Annex IV "Total Contract Value and payment schedule" of Contract.

Article 5. Apartment handover

5.1. Apartment handover condition

- a) Party A completes the Apartment construction in accordance with the design approved/licensed by the competent state authority; simultaneously, completes the construction of technical and social infrastructures of the Building as stipulated in Article 2.2 of the Contract. Actual Usable Area of Apartment is not smaller or larger than 05% (*five percent*) of Temporary Usable Area of Apartment as stipulated in the Contract.
- b) Party B has paid in full and on time the payment installments of Total Contract Value; due taxes, fees, charges in accordance with the Contract and relevant law (if any) and fines for violations, compensation for damages (if any).

5.2. Apartment Handover procedure

- a) The Expected Apartment Handover Date is stipulated in Annex III "Apartment's information" of Contract.
- b) Party A may handover the Apartment earlier or later but no later than 90 (*ninety*) days from the Expected Apartment Handover Date. Party A must notify in written to Party B about the reason for the delay of handing over the Apartment if the duration above is exceeded.
- c) Party A shall send in advance the Notice of Handing-over Apartment to Party B (*.....*) days from the Expected Apartment Handover Date as stipulated in the Notice of Handing-over Apartment.
- d) If Party B completed payment obligations according to the Notice of Handing-over Apartment but unable to take over the Apartment as stipulated in the Notice of Handing-over Apartment, Party B must notify Party A within at least 24 (*twenty four*) hours prior to the time of handing over according to Party A's Notice of Handing-over Apartment to unanimously adjust the Actual Apartment Handover Date, but no sooner or later than 15 (*fifteen*) days from the Actual Handover Date according to Party A's Notice of Handing-over Apartment.

- e) If one of Parties is affected by the Force Majeure Event, the Actual Apartment Handover Date shall be adjusted as stipulated in Article 14 of the Contract.
- f) At the Actual Apartment Handover Date, Party B or the legally authorized person of Party B must come to check the actual status of the Apartment, check/confirm the Actual Usable Area of Apartment. Party A shall measure the Actual Usable Area of Apartment by using specialized measure tool and measure the length and width in meters (meters) or millimeters (millimeters), the area in m² units and round to two decimal places. Party B is entitled to request the third party (a consulting unit with independent measurement function) to redefine the Actual Usable Area of Apartment by Party B's expense (if required).

For clarity, if Party B or Party B's legally authorized person does not come to take over the Apartment (except for the case that Party B is not present to take over the Apartment as stipulated in Point d, Clause 5.2 of this Article) in accordance with the Notice of Handing-over Apartment or present to check but not take over the Apartment, even the Apartment satisfies handover conditions stipulated in this Contract, Party B shall be deemed to agree and officially take over the Apartment in reality without being entitled to state any unreasonable reason to refuse to take over the Apartment and Party A shall be deemed to complete the obligation of handing over the Apartment as stipulated in the Contract from the last day of the Apartment handover period in accordance with the Notice of Handing-over Apartment of Party A. At that time, the Apartment Handover Minutes shall take effect although only having signature of Party A's Representative (or the person authorized by Party A's Representative) on the making date of Apartment Handover Minutes. After 30 (*thirty*) days from the day where the Apartment Handover Minutes is deemed to be signed but Party B still does not come to carry out the procedures for taking over and using the Apartment in reality, Party A is entitled (but not being obliged) to terminate the Contract before the term. On the Apartment handover day, if Party B realizes that the Apartment still has any defects, errors which is differently described as in the Contract, Party B shall be entitled to specify the request for repair or remedy of such nonconformities in the Apartment Handover Minutes, or to the Request for repair if refusing to take over. For clarity, small defects, errors on this Apartment handover date that are not (i) changing equipment and materials stipulated in Annex III of the Contract and (ii) affecting the using and living of Party B in daily life at the Apartment (for example: some scratches on some small details in wooden doors, wooden floors and kitchen cabinets; some cracks near tiles, equipments, minor deviations when installing equipment in the Apartment, some small details are curved, buckled, distorted, dented which do not affect the function and using in reality, ...), such defects, errors shall not be the sensible reason/basis for Party B to deny taking over the Apartment as stipulated in this Contract.

Party A has responsibility to remedy defects and errors of the Apartment within the time agreed by the Parties in the Apartment Handover Minutes or the Request for repair. After completing the remedy defects and errors of the Apartment as stipulated in this Article, Party A shall inform Party B to take over the Apartment

and Party B is obliged to take over the Apartment as stipulated in this Article.

In order to avoid mistakes and disputes, if Party B signs the Apartment Handover Minutes, the Parties agree that the repair for all defects, errors (if any) of the Apartment recorded in the Apartment Handover Minutes shall be carried out in accordance with the regulations on Apartment Warranty.

5.3. Legal responsibility after handing

Since the Actual Apartment Handover Date or the validity day of the Apartment Handover Minutes, rights and obligations of Parties shall as follows:

- a) Party B is deemed to accept that the Apartment is built and completed all aspects in accordance with the Contract and meets the requirements of Party B. Party B is entitled to use the Apartment (for the right purpose of residence and follows the approved design function) and assumes all responsibilities relating to the Apartment (regardless of whether Party B uses the Apartment or not, and except for the case of responsibility on Apartment Warranty of Party A), include:
 - (i) Responsibility for all wear and tear and losses of the Apartment and of installed equipments since the valid day of the Apartment Handover Minutes.
 - (ii) Responsibility to perform arising financial obligations relating to the Apartment in accordance with the Contract, the Internal Regulation and current regulations of law.
 - (iii) Responsibility to buy and maintain necessary insurance contracts for all risks, damages relating to the Apartment and civil responsibility insurance in accordance with the Internal Regulation and current regulations of law.
 - (iv) Responsibility to comply with regulations stipulated in the Internal Regulation.
- b) Party A is responsible for the Apartment Warranty and resolving complaints and questions about the status of the Apartment in accordance with the Apartment Warranty condition.
- c) Party A is still entitled to have ownership of the Apartment until Party B completes all obligations as stipulated in the Contract to Party A.

Article 6. To register ownership right for Party B

- 6.1.** With the condition that Party B completes all due financial obligations for Party A according to this Contract, Party A shall be responsible for applying for the Certificate for Party B within 50 (*fifty*) days from the Apartment Handover Date, except for the case that Party B voluntarily applies for the Certificate as stipulated in Clause 6.4 of this Article. Party B is responsible to comply with Party A's notice of provision dossier to apply for Certificate, if Party B is late in providing and completing dossier to apply for Certificate, the deadline for submission dossier for Certificate shall be extended correspondingly. If Party B delays providing the dossier to apply for Certificate more than (.....) working days, Party B shall be deemed to directly apply for Certificate and Party A is obliged to support and provide necessary legal documents in full about the Apartment in accordance with the regulations of law and competent state authority for Party B as stipulated in Clause 6.4 of this Article. Besides, Party A shall be exempted

from all responsibility if the issuance of the Certificate is delayed due to the competent state authority, or due to Party B's fault or faults of any third party, or for any other reason without Party A's fault.

- 6.2.** During the process that Party A carries out procedures to apply for the Certificate, Party B is responsible for:
- a) Performing all the procedures and tasks required by Party A in accordance with the regulations of law and the competent state authority to be issued the Certificate.
 - b) On the basis of Party A's notice, Party B is responsible for paying registration charge, Certificate issuance fee and other financial obligations (if any) to be issued the Certificate.
- 6.3.** In case that Party A carries out the procedures to apply for the Certificate, Party A shall send Party B the notice for handing over the Certificate, such notice shall be the basis for Party B to make the last installment in accordance with the Contract. After Party B completes the payment obligations and the remaining financial obligations as stipulated in the Contract, Party A shall hand over the Certificate to Party B or hand over directly to the third party if it is agreed/authorized between Party B and the third party that Party B allows Party A to hand over the Certificate directly to the third party with the condition that the agreement/authorization letter is sent to Party A or Party A joint to sign such agreement/authorization letter.
- 6.4.** If Party B self-implements the procedures to apply for the Certificate, Party B is obliged to send a written request to Party A to pay the Total Contract Value and penalties, interest ... (if any) to Party A at the time that Party A provides fully legal dossier of the Apartment to Party B.
- 6.5.** If Party B delays completing and providing the dossier to apply for the Certificate as stipulated in Clause 6.1 Article 6 or delays performing obligations/tasks in accordance with regulations of law and/or requests of the competent state authority as informed by Party A to apply for the Certificate, resulting in a lengthy process of applying for the Certificate, within 07 (*seven*) days from the notice of Party A, Party B shall be obliged to pay Party A a fine due to late submission of dossier/performance of obligations/performance tasks which is carried out to applying for the Certificate the formula for calculating such fine is as follows:

Late submission interest 0.05%/day multiply (x) the remain Sale Price needs to be paid multiply (x) the number of delayed days of submission dossier/the number of delayed days of performance obligation/tasks calculated from the [.....] day from the signing date of the Apartment Handover Minutes to the day that the dossier is fully submitted/the obligations and tasks for apply for Certificate are fully performed in reality.

Article 7. Contract, Apartment assignment

- 7.1.** Before Party A applies for the Certificate, Party B is entitled to assign the Contract to the third party in accordance with regulations of law on housing and the regulations of the Contract. The transfer of the Contract must be agreed in written by Party A and must meet the following conditions:

- a) The Apartment/Party B's rights arising under the Contract is/are not in the state of mortgage or being used as collateral (except for being agreed by mortgagee, securing party), is/are not restricted to assign and is/are not the property which is/are under dispute with the third party.
- b) Party B completes matured payment obligation, late payment penalties and compensation (if any) relating to the purchased Apartment in accordance with agreements in the Contract;
- c) The assignee must satisfy conditions fully to be entitled to buy and own house in Vietnam in accordance with regulations of Vietnamese law at the time of transfer.
- d) The assignee must commit to comply with all agreements between Party A and Party B in the Contract, the Internal Regulation, attached annexes and revision agreements (if any) from time to time; and
- e) Party B and the assignee of Party B must be responsible for all charges, fees, taxes and expenses relating to the assignment.

If these conditions are not complied, any performed transfer transaction shall not exempt Party B from any obligation or change responsibility of Party B stipulated in the Contract.

- 7.2.** The rebuyer, the recipient, the heir ... of the Apartment is entitled to enjoy the rights and is obliged to perform the obligations of Party B as agreed in the Contract and in the Internal Regulation. Party A shall not be responsible for any dispute, lawsuit, complaints between Party B and any third party relating to the transfer/assignment of the Contract, as well as that the assignee/the recipient of rights and obligation from Party B according to the Contract is not issued Certificate due to the invalid or incomplete of the assignment dossier with Party B.

Article 8. Apartment Warranty

- 8.1.** The Apartment Warranty is performed in accordance with regulations of law on housing. When handing over the Apartment to Party B, Party A must inform and provide 01 (*one*) copy of the inspection and acceptance minutes of the Condominium to put in use in accordance with regulations of construction law for the Parties to specify the starting time of Apartment warranty. The starting date of the Apartment Warranty is calculated from the signing date of the inspection and acceptance minutes above with the duration as follows:

- a) Warranty duration is 60 (*sixty*) months for the following cases:
 - (i) Damage belongs to the main structure (including frames, beams, pillar, ceilings, floors, roofs, walls, terraces, stairs, cladding, paving, plastering parts).
 - (ii) Damage belongs to daily electricity supply system, lighting supply system (not including light bulb, consumable devices).
 - (iii) Damage of water tank and the water supply system in daily life, sump, the daily sewage drainage system, the daily waste drainage system.
 - (iv) The Apartment is tilted, sunk, cracked, collapsed.
- b) For other equipments attached to the Apartment (if any), Party A shall warrantee

in accordance with regulations of manufacturer.

- 8.2.** Party B must inform timely in written to Party A if warranty cases is incurred. Within 30 (*thirty*) days from receiving Party B's notice, Party A (or the individual/organization appointed or authorized by Party A) shall be responsible for warranty in accordance with regulations of the Contract and relevant law. The warranty shall be carried out by replacing or repairing defective spare parts of the Apartment or replacing the same or better quality equipment to get the same result at the time of taking over construction. The warranty is performed by Party A. If Party A fails to perform the warranty on schedule, which causes damage to Party B, Party A shall be responsible for compensation to Party B according to the actual damage. Party B must support Party A to perform Apartment Warranty.
- 8.3.** Party A shall not be obliged to take Apartment Warranty responsibility in the following cases:
- a) Natural wearing-out and usual depreciation.
 - b) Damage due to the faults (carelessness or misuse of function/wrong purpose/overload, over capacity or arbitrarily repairing change of function, change of use purpose) of Party B or any occupier or other third party.
 - c) Damage caused by Force Majeure Event stipulated in Article 14 of the Contract.
 - d) All damages, losses are not included in the warranty contents stipulated in Point a Clause 8.1 of this Article, including damages, losses of equipment, parts attached to the Apartment that Party B self-installs or self-repairs without Party A's consent.
 - e) All damages and losses to the Apartment are beyond the Apartment Warranty duration.

Article 9. Rights and obligations of Party A

9.1. Rights of Party A

- a) To request Party B to pay the Total Contract Value in full and on time in accordance with regulations of the Contract.
- b) To request Party B to perform other financial obligations arising as stipulated in the Contract.
- c) To request Party B to take over the Apartment as stipulated in Article 5 of the Contract.
- d) To remain Apartment ownership and/or to be entitled to refuse to handover the Apartment and/or the original of the Certificate until Party B completes financial obligations in full in accordance with the Contract and other agreements between Parties.
- e) To change the equipments, construction materials of the Condominium construction with equivalent quality, equivalent value in accordance with regulations of the construction law. If it is necessary to change equipments, materials inside the Apartment, it must be agreed by Party B.
- f) Basing on the agreement between the Two Parties, Party A is entitled to adjust and redistribute the interior structure of the Apartment during the construction process

and before handing over the Apartment to Party B, if it is necessary to be in accordance with the actual use provided that such adjustment or changes do not affect on function, the structure of the main spare part and the adjustments, changes are intended to complete the Apartment to be better on the basis of ensuring current regulations of law.

- g) To perform the rights and responsibilities of the Management Board when Management Board is not established yet; to enact the Internal Regulation; to establish Management Board; to choose and make contract with the Management Unit to manage, operate the Condominium from the time to put the Condominium into use until the time when the Management Board is established.
- h) To have full rights of owning, managing, exploiting, trading, using, disposing and other rights in accordance with the approved planning, design and relevant regulations of law as to Individual Proprietary Area of Party A.
- i) To request Party B to submit papers, documents, and to pay taxes and charges to carry out the procedures to apply for the Certificate to Party B in accordance with regulations of law and the request of the competent State authority.
- j) To modify for the exterior design and layout of the Condominium, the landscape of the Project in accordance with the requirements of the competent state authority.
- k) To perform the other rights in accordance with the Contract and relevant regulations of law.

9.2. Obligation of Party A

- a) To provide accurate information on the approved detailed planning, the Building design and Apartment design to Party B. For clarity, Party A is responsible for providing information about the approved detailed planning, the Building design and Apartment design on the website of Party A, at the Project Management's head office and other forms in accordance with the regulations of law. To provide 01 (*one*) ground blueprint of Apartment, 01 (*one*) ground blueprint of the Floor which Apartment is in, 01 (*one*) approved ground blueprint of the Building and other legal documents relating to the apartment transaction/purchase (including annexes and other relevant agreements - if any).
- b) To build the Apartment, Building and infrastructure constructions in accordance with the planning, design, schedule,... approved and appraised by the competent state authority.
- c) To hand over the Apartment and documents relating to the Apartment as stipulated in this Agreement on the Actual Apartment Handover Date. For other documents in the condominium dossier as stipulated in regulations of law, Party A is only responsible for handing over to the Management Board in accordance with the regulations of law and is not obliged to hand over to Party B.
- d) To perform the Apartment Warranty as stipulated in Article 8 of the Contract.
- e) To instruct Party B to make service contract with the providers of electricity, water, telecommunications, cable television....
- f) To apply for the Certificate for Party B as stipulated in Article 6 of the Contract.

- g) To organize the first Condominium Meeting to elect the Management Board when it is eligible to organize the Condominium Meeting and to establish the Management Board in accordance with the regulations of law.
- h) To establish the Operation and Management Board of Condominium under Party A's control or to choose and make service contract with the Management Unit when Management Board is not established.
- i) To support Party B in carrying out the procedure to mortgage the purchased Apartment at a credit institution when being requested by Party B and the credit institution in accordance with relevant regulations of law.
- j) To keep confidentiality of Party B's information, not to be allowed to collect, use, spread Party B's information to the third party without Party B's consent, except for being requested by competent state authority.
- k) To sign guarantee contract/agreement with a qualified bank according to the list published by the State Bank and to provide information/copy of the guarantee contract/agreement to Party B in accordance with the regulations of law.
- l) To provide information on the progress of the investment, construction, the use of advance payments and make good conditions for Party B to check construction in reality (it must be in accordance with regulations of law in ensuring safety in construction work).
- m) To perform other obligations in accordance with the Contract and the relevant regulations of law.

Article 10. Rights and obligations of Party B

10.1. Rights of Party B

- a) To request Party A to provide accurate information about the detailed plan and design of the Building and the Apartment.
- b) To request Party A to build, install and repair the Apartment, Building and infrastructure construction in accordance with the plan, design and schedule approved and appraised by the competent state authority.
- c) To take over the Apartment and relevant legal documents relating to the Apartment as stipulated in Article 5 of the Contract.
- d) To enjoy the Apartment Warranty service as stipulated in Article 8 of the Contract.
- e) To be issued the Certificate as stipulated in Article 6 of the Contract.
- f) To use [REDACTED] ([REDACTED]) plot(s) to park motor bike at the parking space of the Building. The car parking arrangement shall be specifically determined when the Building is operated in accordance with the principle of preference for the Owners's parking first then public parking space will follow.
- g) To request Party A to organize the first Condominium Meeting to establish the Management Board when it is eligible to establish the Management Board in accordance with regulations of law and the Internal Regulations.
- h) To request Party A to support to perform the Apartment mortgage procedure at the credit institution (if necessary) in accordance with relevant regulations of law.

- i) To request Party A to provide information about the progress of construction, the use of the advance payment and to check actually at the construction work (it must comply with the regulations of law on ensuring safety in construction work).
- j) To perform other rights in accordance with the Contract and the relevant regulations of law.

10.2. Obligation of Party B

- a) To make fully and timely payment of the Total Contract Value, fees, taxes, charges ... as stipulated in the Contract for Party A, regardless of whether or not having the notice of payment from Party A. In case Party B cannot directly perform this obligation, Party B shall be responsible for appointing or authorizing other individuals or organizations to perform in stead.
- b) To ensure the financial capacity, civil legal capacity to make transaction and perform the Contract and satisfy conditions to be issued the Certificate in accordance with regulations of law. Party B is responsible for providing papers, documents in accordance with Party A's request to verify the above rights of Party B at any time during the performance of the Contract.
- c) To take over the Apartment and relevant legal documents relating to the Apartment and to sign the Apartment Handover Minutes as stipulated in Article 5 of the Contract.
- d) From the Apartment Handover Date, even if Party B has not yet used the Apartment, the Apartment shall be managed in accordance with the Internal Regulations.
- e) To use the Apartment for the right purpose of residence in accordance with the Law on Housing and the agreements in the Contract.
- f) To sign the Liquidation Minutes for the purpose of applying for the Certificate, unless otherwise required by regulations of law and competent authorities or otherwise agreed by the Parties.
- g) To comply strictly with the regulations of the Internal Regulations and make good conditions for Party A and the Management Unit in the maintenance, management and operation of the Condominium. To comply with decisions of competent state authority when breaching regulations on management and using of the Condominium.
- h) To perform other obligations in accordance with the Contract and the relevant regulations of law.

Article 11. Commitment and confirmation of Parties

11.1. It is committed and confirmed by Party A that:

- a) The execution of this Agreement is completely voluntary, without any coercion and deceit.
- b) The Apartment stipulated in Article 2 of the Contract is owned by Party A and is not sold to another person, not prohibited from trading in accordance with the regulations of law.

11.2. It is committed and confirmed by Party B that:

- a) The execution of this Agreement is completely voluntary, without any coercion and deceit.
- b) Party B agrees to buy the Apartment on the basis that Party B was fully provided with sufficient information, Party B fully understood, acknowledged information of the Apartment and the Project including the information of plan, criteria, area, method of investment, investment capital, mortgage, use of the Project as collateral, construction progress ...; as well as researched all the issues that Party B deems necessary to check the accuracy rate of papers, documents and information relating to the Apartment and Project.
- c) Party B fully checked, acknowledged and agreed with the regulations in the Contract and its Annexes.
- d) The amount to purchase the Apartment according to the Contract is legally, not under any dispute with the third party. Party A shall not be responsible for dispute of the amount that Party B paid to Party A according to the Contract. In case of any dispute relating to such payment amount for purchasing this Apartment, the Contract shall remain validity to the Parties.

Article 12. Representative

12.1. Representative of Party A

- a) Representative of Party A with the detail information stipulated in Annex II "Information of the seller and buyer of the Apartment" is entitled to represent to receive, handle notices and perform works in the Contract in accordance with the regulations of law which is valid from time to time.
- b) Representative of Party A is entitled to re-authorized in written to other person to perform a part or all of the work in accordance with the Contract.

12.2. Representative of Party B

- a) In case Party B is an organization, Party B's Representative with the detail information stipulated in Annex II "Information of the seller and buyer of the Apartment" is entitled to represent to receive, handle notices and perform works as stipulated in the Contract in accordance with the regulations of law with its validity from time to time.
- b) In case Party B is a group of individuals, one of the individuals of Party B stipulated in Annex II "Information of the seller and buyer of the Apartment" of the Contract shall represent to Party B to receive, handle notices and perform works as stipulated in the Contract in accordance with the regulations of law with its validity from time to time. At that time, any action which are performed by Party B's Representative shall bind all individuals of Party B and Party A shall not be obliged to have any general or specific agreement of each individual of Party B. Despite the above authorization, if all documents need to be signed by all individuals of Party B, all individuals of Party B must sign such documents. Regardless of the appointment of Party B's Representative, all references to Party B in this Contract shall be references to each individual of Party B. Party A is not

obliged to define the individual obligation of Party as to Party A but Party A is entitled to request each individual of Party B to perform severally or jointly their obligations according to the Contract.

- c) Representative of Party B is entitled to re-authorized in written to other person to perform a part or whole of the work in accordance with the Contract. In case Party B is an individual, the authorization must be notarized in accordance with the regulations of law.

Article 13. Notice and document delivery

- 13.1.** Notice means the document made in written including information, proposals, requests, complaints,... arising from or relating to the performance of rights or obligations in accordance with this Contract, sent from a Party to the other Party. Documents are papers and dossiers such as: Contracts, VAT invoices,... arising according to regulation in this Contract, sent from a Party to the other Party.
- 13.2.** All notices and/or documents must be sent to the addresses in Annex II "Information of the seller and buyer of the Apartment" of the Contract or the changed address is informed by the Parties.
- 13.3.** All notices shall be sent in the following methods: direct delivery, postal service provider, fax machine, or email. In some special or urgent cases, one of the Parties agrees to inform the other Party by direct telephone, but then it must be confirmed again by one of the methods stipulated in this Clause. All documents shall be sent in the following methods: direct delivery or postal service provider.
- 13.4.** All notices and documents are deemed to be received if being sent to the correct address and correct name of the recipient at the time specified as follows:
 - a) In case of direct delivery: is the sending date and signed by the notice recipient.
 - b) In case of sending through postal service provider: after 03 (*three*) working days from the sending date.
 - c) In case of sending via fax: is the time that the Party receives a successful fax transfer signal.
 - d) In case of sending via email: is the successful emailing date.
- 13.5.** If a Party wants to change the address to receive notice and documents, such Party must send notice in written to the other Party, such change shall takes effect only when Parties sign and seal in the notice of changing address.
- 13.6.** To avoid misunderstanding, each Party confirms that the address of each Party which is stipulated in Annex II "Information of the seller and buyer of the Apartment" of the Contract and in the notice of changing address of each Party after the signing date of this Contract (if any) is correct. In case that a Party sent the notice as stipulated in this Article, but the other Party did not receive, for any reason, the sending Party shall not be responsible for such fail in receiving the notice of the other Party.

Article 14. Force Majeure Event

- 14.1.** Force Majeure Event means an event occurring objectively which can not be anticipated and remedied by each Party or Parties, although all necessary measures being taken within the capacity, including the following events:

- a) War, or natural disaster, fire, violence, epidemic.
- b) Acts of government: Due to changes in the law policies of the State or due to the process of handling administrative procedures of competent state authority.
- c) Due to the execution of decision of competent state authority without fault of each Party or other circumstances in accordance with regulations of law.
- d) Due to accident or sickness requiring emergency at health facility.
- e) Other events in accordance with regulation of law.

14.2. Every simple financial difficulty shall be not considered to be Force Majeure Event.

14.3. If Force Majeure Event occurs which prevents a Party from performing its obligations in accordance with the Contract, the Party affected by the Force Majeure Event shall be obliged:

- a) To inform the other Party in written or inform directly within 07 (*seven*) working days from the date of the Force Majeure Event, and
- b) To provide documents, evidences to prove that the occurrence of the Force Majeure Event if reasonable and state the reason for delaying the Contract's performance.

14.4. The performance of obligation in accordance with the Contract of the Parties shall be suspended during the Force Majeure Event. The Parties shall continue to perform their obligations after the Force Majeure Event finishes except for the case stipulated in Clause 14.5 of this Article.

14.5. If the Force Majeure Event lasts for more than 180 (*one hundred and eighty*) days, the Party affected by the Force Majeure Event is entitled (but not be obliged) to send a written request to terminate the Contract together with the relevant documents to the other Party as stipulated in Clause 14.3 of this Article.

14.6. The suspension of obligation during the Force Majeure Event as stipulated in Clause 14.4 or the proposal to terminate the Contract stipulated in Clause 14.5 from the Party affected by the Force Majeure Event shall not constitute

Article 15. Contract violation settlement

15.1. To settle the violation in late payment

- a) If Party B is late in making payment any amount of the Total Contract Value (except for the Maintenance Fee), Party B shall be obliged to pay for Party A an interest at rate of **.....%/day(..... percent per day)** of the total amount of late payment (not including VAT) calculated from the next day of the due date to the actual payment date.
- b) If Party B is late in making payment the Maintenance Fee, Party B shall be obliged to pay Party A an interest at an interest rate equal to the interest rate of 12-month term saving deposit in Vietnam dong with interest paid once at the end of the term, such interest rate of saving deposit shall be announced by the commercial bank where Party A opens the Maintenance Fee management account at the Actual Apartment Handover Date, and shall be calculated on the amount of late payment from the Actual Apartment Handover Date to the actual payment date.

- c) If the total late payment time of all installments of the Total Contract Value and also the interest on late payment, fines, compensation (if any) exceeds 60 (*sixty*) days, Party A shall be entitled (but not be obliged) to terminate the Contract and Party B shall be obliged to pay an interest as stipulated in Point a of this Clause and the penalty of violation is equal to% (..... *percent*) of the Total Contract Value (except for the Maintenance Fee).

15.2. Settling the violations of being late in handing over the Apartment

- a) If Party B fulfills fully and timely payment for all installments of the Total Contract Value and also the interest of the late payment penalty (if any) and the Actual Apartment Handover Date is later than 90 (*ninety*) days from The Due date of Handing-Over the Apartment, the Party A shall pay Party B a penalty for the violation calculated at the interest rate of%/day (..... *percent per day*) calculated on the total amount that Party B has paid to Party A (not including VAT and the Maintenance Fee), from The Due date of Handing-Over the Apartment to the Actual Apartment Handover Date.
- b) If Party B fulfills fully and timely payment for all installments of the Total Contract Value and also the interest of the late payment penalty (if any) and the Actual Apartment Handover Date is later than 180 (*one hundred and eighty*) days from The Due date of Handing-Over the Apartment, Party B shall be entitled (but not be obliged) to terminate the Contract and Party A shall be obliged to pay an interest as stipulated in Point a of this Clause together with a penalty for the violation equal to% (..... *percent*) of the Total Contract Value (not including VAT except for VAT of the Maintenance Fee).

15.3. If Party A is late in handing over the Apartment along with Party B is late in making payment, the Parties shall be entitled to agree to extend the Apartment handover duration, but not exceed the number of delaying day of the payment by Party B. In this case, Party B shall be refunded (if Party B paid interests, penalties) or be deducted the late payment interest according to the following principles:

$$\begin{array}{l}
 \text{The amount of late} \\
 \text{payment interest,} \\
 \text{penalty are} \\
 \text{refunded/deducted}
 \end{array}
 = \frac{\text{The extension time for handing} \\
 \text{over}}{\text{Total time which Party B is late in} \\
 \text{all installments in accordance with} \\
 \text{the Contract}} \times \begin{array}{l}
 \text{The late payment} \\
 \text{interest that Party} \\
 \text{B has to pay}
 \end{array}$$

15.4. In addition to the amount of interest and penalty for breach of the Contract as stipulated in this Article, the breached Party shall be entitled to request the breaching Party to compensate for the actual damages incurred by the breached Party as a result of the breach of obligations of the breaching Party in accordance with this Contract.

Article 16. Validity of the Contract

16.1. The Contract shall take effect and bind the Parties from the signing date of the Contract and shall be terminated in the following cases:

- a) From the time that Party A or the competent state authority hands over the Certificate to Party B and the Parties complete all obligations stipulated in the

Contract. In this case, it is agreed by the Parties that the Internal Regulations is deemed to be the independent document with the Contract and shall continue to bind the Parties regardless of the validity of the Contract.

- b) According to a written agreement in executed between the Parties.
- c) According to the Party A's notice of unilateral termination to the Contract as stipulated in Point f Clause 5.2 Article 5 or Point c Clause 15.1 Article 15 of the Contract. In that case:
 - (i) Party B is obliged to make payment to Party A all interests and penalties for violation as stipulated in the Contract and compensate Party A for all actual damages arising from the termination of the Contract within 15 (*fifteen*) working days from receiving the notice of termination the Contract of Party A.
 - (ii) Party A is entitled to freely sell the Apartment to any third party without the agreement of Party B; also to refund (without interest) the amount that Party B has paid to Party A as the date of termination of the Contract after deducting interest, penalty on late payment for violations, expenses, fees and damages that Party A incurs as a result of the Contract termination. This refund must be done by Party A within 15 (*fifteen*) working days from the date the Party A signs the Apartment purchase contract with a new buyer or within 60 (*sixty*) working days from the liquidation date of the Contract, whichever comes first. Besides, Party A shall not obliged to perform any obligations to Party B, Party B must self-perform all the procedures or sign necessary documents for Party A to perform the right to sell the Apartment to the third party as stipulated in this Clause.
- d) According to the notice of unilateral termination to the Contract as stipulated in Point b Clause 15.2 Article 15 of the Contract. In this case, Party A is obliged to refund Party B the amount that Party B has paid to Party A as the date of termination of the Contract (without interest and VAT); make payment of penalty and interest as stipulated in the Contract and compensate Party B for all damages arising from the termination of the Contract. The refund shall be made by Party A within 30 (*thirty*) working days from the termination date of the Contract. Particularly for VAT, Party A shall refund to Party B after completing the declaration procedures and being refunded or deducted by the tax authority.
- e) According to the notice of the Party affected by the Force Majeure Event stipulated Article 14 of the Contract. In this case, the Parties shall discuss about conditions and consequences of the termination.

16.2. Except for the cases stipulated in Clause 16.1 above, any unilateral termination of the Contract shall be deemed to be the default to the Contract. In this case:

- a) If Party A unilaterally terminates the Contract, Party A must refund the amount that Party B has paid up to the time of termination of the Contract (without interest); make payment for penalty and interest as stipulated in the Contract; be fined an addition amount of% (*..... percent*) of the total amount that the Party B has paid for Party A in accordance with the Contract and compensate Party B for

all damages arising from the termination of the Contract.

- b) If Party B unilaterally terminates the Contract, Party B shall be obliged to pay penalty and interest as stipulated in the Contract; be fined an addition amount of% (..... percent) of the total amount that Party B has paid to Party A in accordance with the Contract and compensate Party A for all damages arising from the termination of the Contract.

Article 17. Miscellaneous

- 17.1.** This Contract represents for all agreements between the Parties and repalces all the previous agreements, whether in oral or in written relating to the content of the Contract.
- 17.2.** Any regulation of the Contract which is invalid shall not affect the validity of any other regulations of the Contract.
- 17.3.** It is confirmed and agreed by the Parties that, in case of errors in entering information, data or errors due to calculations in the process of making the Contract, which Party A or Party B can prove such information and data is wrong in accordance with the terms and conditions of the Contract, annexes and/or relevant documents and agreements executed by the Parties, the other Party must accept to adjust such data and information.
- 17.4.** The amendments and revisions to the Contract shall take effect only when being made in written in the form of the annex of the Contract and must be signed by the authorized representatives of the Parties. The annexes attached to the Contract, the relevant Minutes/documents (if any), and the amendments and revisions as agreed by the Parties are an unseparable part of the Contract and take effect to both Parties.
- 17.5.** This Contract is explained and governed by the regulations of Vietnamese law.
- 17.6.** If arising any dispute relating to the contents of this Contract, the Parties shall discuss and resolve through negotiation, respectation of each other's legitimate rights on the basis of the current regulations of Vietnamese law.
- 17.7.** Within 30 (*thirty*) days from the day that one of the Parties informs in written to the other Party about the dispute but such dispute is still not resolved, one of the Parties is entitled to request the competent Court to settle in accordance with the regulations of Vietnamese law.
- 17.8.** This Contract in English version shall be made into 02 (*two*) originals with the same content and validity, each Party shall keep 01 (*one*) set for implement.

The English version is created for reference purposes only. In case of any conflict between the English version and the Vietnamese version, the Vietnamese version shall prevail.

ON BEHALF OF PARTY A

(Sign, write full name, seal)

ON BEHALF OF PARTY B

(Sign, write full name, seal if being organization)

ANNEX I:

LIST OF THE COMMON PROPRIETARY AREA AND COMMON USE AREA

(To be inseparable part of the Apartment Purchase Contract No...../HDMB/ML on)

ANNEX II:

INFORMATION OF THE APARTMENT SELLER AND BUYER

(To be inseparable part of the Apartment Purchase Contract No...../HDMB/ML on)

1. PARTY A (THE APARTMENT SELLER)

Name of Company: Mai Linh Investment joint stock company

Enterprise Registration Certificate No 0102043394 issued at the first time by Hanoi Department of Planning and Investment in 25th September, 2006

Address: K1 Keangnam Showhouse, Me Tri street, Me Tri ward, Nam Tu Liem district, Hanoi.

Phone number:

Representative:.....Position:

In accordance with authorized letter (if any) No:on:

2. PARTY B (THE APARTMENT BUYER)

[If customer is an individual, fill out the following information. If customer is group of individuals, please fill out full information of each individual]

Full name:

Date of birth:

The ID card/Passport No.:issued on:...../...../.....at:

Permanent address:

Contact address:

Phone number:Fax (if any):..... Email:

Bank account (if any) No.:.....opened at:

Tax code (if any):

[If customer is organization, fill out the following information]

Name of organization:

Enterprise Registration Certificate/Investment Registration Certificate/Operation License No.:

Issued on:...../...../..... at:

Head Office Address:

Contact address:

Phone number:.....Fax (if any):..... Email:

Bank account No.:.....opened at:

Tax code:

[If customer is group of individuals or an individual but having authorized other person to sign; or customer is organization, fill out the Representative's information]:

Representative (if any):

ID card/Passport No.:issued on:...../...../.....at:

According to authorization letter (if any) No.:created on:

ANNEX III:

THE APARTMENT'S INFORMATION

(To be inseparable part of the Apartment Purchase Contract No...../HDMB/ML on)

I. APARTMENT CHARACTERISTICS

Apartment No:

..... Floor

..... Building

Commercial name of the Project: at the time of signing this Purchase Contract, the commercial name of this Project shall be "The Matrix One". Such commercial name may be changed according to the decision of the Investor and/or the competence authorities.

Project "Golden Palace A Entertainment Park, school and apartment, commerce and services complex"

Address: Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi

Apartment Built Up Floor Area: m² (*in written: square meter*).

Apartment usable Floor Area: m² (*in written: square meter*).

Expected Apartment Handover Date:/.....¹

Completed construction year:.....

It is agreed by Party that the Apartment usable Floor Area is provisional and can be adjusted according to measurement in reality at the Apartment handover date. Party B is responsible for paying the Total Contract Value to Party A according to the Actual Usable Area of Apartment as stipulated in Article 4 of the Contract.

II. ATTACHED DOSSIER

1. 01 (*one*) approved original of Apartment ground blueprint
2. 01 (*one*) approved original of ground blueprint of the Floor which Apartment is in
3. 01 (*one*) approved original of ground blueprint of the Bulding which Apartment is in
4. List of material and equipment.

¹ In the event where the apartment is formed, please delete this item

LIST OF MATERIAL AND EQUIPMENT

ORDER	ITEMS	MATERIAL	STANDARD	ILLUSTRATING IMAGES	NOTE
				
				
				

(The images are for illustrative purposes and are for reference only).

ANNEX IV

TOTAL CONTRACT VALUE AND PAYMENT SCHEDULE

(To be inseparable part of the Apartment Purchase Contract No...../HDMB/ML on)

I. TOTAL CONTRACT VALUE

The Total Contract Value that Party B must pay to Party A is specified as follows:

The Total Contract Value (Including the Apartment Sale Price; VAT; the Maintenance Fee): VND [.....] (*in written: [.....] dong*).

In here:

1. Unit sale price of Apartment (means the price of 01 m² of the Usable Area of Apartment, including land using right value, not including VAT): VND..... (*In written: dong*).
2. Apartment Sale Price (means the amount of money calculated by the Unit sale price of Apartment sale multiplied by (x) the Usable Area of Apartment, including the value of land use rights, not including VAT): VND..... (*In written : dong*).
3. VAT (means the tax calculated on the Apartment Sale Price after deducting the deductible land use value to calculate VAT at the tax rate in accordance with regulations of law from time to time): VND..... (*In written : dong*).
4. Maintenance Fee (not subject to VAT and calculated by 02% of the Apartment Sale Price): VND..... (*In written : dong*).

II. PAYMENT SCHEDULE

Party B shall make payment of the Total Contract Value to Party A in installments, detail as follows:

1. The first installment: to pay [.....]% (*[.....] percent*) of Apartment Sale Price and the corresponding VAT latest on
2. The second installment:
3. The [.....] installment: to pay [.....]% (*[.....] percent*) Apartment Sale Price and the corresponding VAT, the Maintenance Fee and penalties, compensations (if any) according to the Contract latest on the Apartment Handover Date (expected on [.....]/[.....]).
4. The last installment: to pay 05 % (*five percent*) the remain Apartment Sale Price, the corresponding VAT, penalties, compensations and others (if any) according to the Contract within [.....] (*[.....]*)days from the day that Party A sends the notice of handing over the Certificate to Party B, but no later than the time Party A hands over the Certificate to Party B.

III. PAYMENT INSTRUCTION

1. Account to receive payment

- Account owner: Cong ty co phan dau tu Mai Linh
- Account number: [.....]

- Opened at: [REDACTED]

2. **Payment content**

To pay for Apartment No [REDACTED] of [REDACTED]

ANNEX V:

INTERNAL REGULATIONS OF MANAGING, USING THE COMDOMINIUM “Golden Palace A Entertainment Park, school and apartment, commerce and services complex” Project in Me Tri and Phu Do ward, Nam Tu Liem district, Hanoi

(To be inseparable part of the Apartment Purchase Contract No...../HDMB/ML on)

Article 1. Definitions

- 1.1. “Condominium Internal Regulations”** means this Internal Regulations of managing, using the Condominium which is made in accordance with the provisions of Circular No. 02/2016/TT-BXD on February 15th, 2016 and Circular 28/2016/TT-BXD on December 15th, 2016 and all amendments, revisions, replacements to Condominium Internal Regulations to ensure compliance with the amendments, revisions, replacements to this Circular (if any). The amendment, revision, replacement to the Condominium Internal Regulations according to this Contract must be re-registered in accordance with the regulations of law and informed to the Owners of the Condominium.
- 1.2. “Management Board”** means an organization of which the members consists representative of Owner, Investor (if any), representative of Occupier (if authorized legally by Owner to participate in Condominium Meeting and self-elected/or being elected to join Management Board); elected, dismissed by the Condominium Meeting in accordance with regulations of law to perform rights and obligations relating to management, use of Condominium according to Condominium Internal Regulations, Regulation on management and use of Condominium enacted by Ministry of Construction and in accordance with regulations of Vietnamese law on housing.
- 1.3. “Apartment”** means an apartment built in a closed structure according to the approved design of the Project's Condominium.
- 1.4. “Owner”** means the party having lawful ownership of one or more Apartments and/or the Individual Proprietary Area of the Project.
- 1.5. “Investor”** means Mai Linh Investment Joint Stock Company, Enterprise registration certificate No. 0102043394 issued at the first time by Hanoi Department of Planning and Investment on September 25th, 2006, which is legally established and operating in accordance with regulations of Vietnamese law, is licensed by the competent state authority to be the investor of the Project.
- 1.6. “Project”** means the Project “Golden Palace A Entertainment Park, school and apartment, commerce and services complex” in Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi, whose investor is Mai Linh Investment Joint Stock Company, which is specified according to drawings, technical instructions and legal documents issued by competent state authority.
- 1.7. “Management Unit”** means the unit that conducts the management, operation the Condominium according to management service contract signed with Investor or the Management Board.

- 1.8. **“Guest”** means all the people leaving, entering the Condominium and/or residing temporarily and in a short time but not being the Owner or the Occupier of the Apartment in the Condominium.
- 1.9. **“Condominium Meeting”** means the Condominium meeting of which participants consists of Owners’s representatives, Occupiers (if authorized legally by Owner to participate in Condominium Meeting) of the Condominium, organized at the first time by the Investor and at the subsequent times by the Management Board to make decisions on the issues belonging to competence of the Owners of the Condominium.
- 1.10. **“Purchase Contract”** means purchase contracts as to the Apartment in Condominium signed between the Investor (the seller) and the Owner (the buyer) in accordance with the current regulations of law.
- 1.11. **“Occupier”** means organizations, households, individuals who are using Apartment legally or other areas in Condominium through the method of renting, borrowing, being permitted for staying, being permitted/authorized to manage, use, live, reside in accordance with decision of Owner or decision of competent state authority.
- 1.12. **“Condominium”** means the Buildings in Project built in accordance with licenses and necessary approval of the competent state authority.
- 1.13. **“Individual Proprietary Area”** means area, space, equipment which are owned individually by Owners (including Party B) as stipulated in Article 3 of the Contract.
- 1.14. **“Common Proprietary Area”** means area, space, equipment... as stipulated in Clause 3.3 Article 3 of the Purchase Contract.

Article 2. Scope and regulated entities

- 2.1. This Condominium Internal Regulations stipulates the contents of management, operation and using of the Project's Condominium..
- 2.2. The Condominium Internal Regulations is applicable to Owners, Occupier, Investors, Guests, Management Board, Management Unit and other individuals and organizations relating to management and using of the Condominium.
- 2.3. Owners, Occupiers, Investors, Guests, Management Board, Management Unit and other individuals and organizations relating to management and using of the Condominium are obliged to respect, strictly comply with the Condominium Internal Regulations, Regulation on management and use of Condominium (and amendments, revisions, replacements if any) and sign the commitment for this purpose when being requested by the Management Board (or the Investor when Management has not been established yet). For issues that this Condominium Internal Regulations does not stipulate, the relevant regulations of law shall be applied.

Article 3. Regulations for Owner, Occupier, and Guest of the Condominium

- 3.1. Owners of the Condominium must strictly comply with this Condominium Internal Regulations and the regulations of law relating to the management and using of the Condominium.
- 3.2. Guests entering and leaving the Condominium must register and present identity card at the reception (if any) or at the security guard and must follow the instruction of the

receptionist or security of the Condominium. If necessary, the receptionist or security of the Condominium is allowed to keep identity card of the Guests for controlling security and safety of the Condominium. For offices, services and commercial areas, it is no need to register and present identity card.

- 3.3. Persons staying temporarily at the Apartment must register with the receptionist (if any) or with the security and are responsible for registering temporary residence at the local ward police office in accordance with regulations of law.
- 3.4. Owners, Occupiers, and Guests must be legally responsible for violations to the Regulation on management and use of Condominium and this Condominium Internal Regulations.
- 3.5. Regulations for staffs working in the service and commercial office area are additionally decided by the Investor; the Condominium Meeting in accordance with each Building.

Article 4. Prohibited acts in management and using of the Condominium

- 4.1. Prohibited acts in management and use of the Condominium which are obliged to comply stipulated in Article 6 of the Law on Housing No. 65/2014/QH13, in Article 35 of Decree No. 99/2015/ND-CP on October 20th, 2015 of the Government detailing and guiding the implementation of a number of Articles of the Law on Housing and the relevant Laws. Details are as follows:
 - a) To infringe the homeownership of the State, organizations, households or individuals.
 - b) To obstruct the performance of responsibilities of state management on housing, the exercise of the rights and obligations relating to ownership, using and transactions as to houses of organizations, households and individuals.
 - c) To make decision of project investment policy or approve of housing construction investment project but such decision/approval does not comply with approved construction planning, program, housing development plan.
 - d) To build Condominium on the land which is not residential land; to build not in accordance with design standard, area standard for each type of Apartment for which the design standard, area standard are stipulated by the State. To apply incorrect calculation of the usable area of Apartment which is stipulated by law in Purchase Contract, Apartment lease-purchase contract.
 - e) To occupy illegally the area of Apartment; to encroach space and areas of common proprietary or of other owners in any way; to change arbitrarily the bearing structure or change the design of the Individual Proprietary Area in the Condominium.
 - f) To use areas and equipment of the Common Proprietary Area for private purpose; to use the Common Proprietary Area or the area of the Commerce, Service Area in the Condominium under wrong purpose compared with policy decision of investment on housing construction project or approved project content, except for the cases where competent state authority permits for the change of use purposes.
 - g) To use the contributed capital source or the prepaid apartment purchase price for

housing development under wrong purpose.

- h) Investor authorizes or assigns parties participating the investment cooperation, joint venture, cooperation, business cooperation, capital contribution or other organizations, individuals to sign the contract of leasing, lease-purchase, purchase apartment, the deposit contract on transaction relating to Apartment trading land using rights in the Project.
- i) To make transaction of purchase, transfer Purchase Contract, leasing, leasing-purchase, gifting, exchanging, inheritance, mortgage, capital contribution, lending, permission for living, authorization for management that is/are not in accordance with regulations of law.
- j) To renovate, expand, demolish the Apartment that is being rented, leased-purchased, borrowed, stayed in, authorized to manage without the Owner's consent and approval of the Management Unit (in the case stipulated in Article 6 below).
- k) To use the Apartment for a purpose other than for living; to use the area that is permitted to do business in the Condominium under the approved Project for the purpose of trading in inflammable and explosive materials, providing services that causes environmental pollution, noise or other activities affecting to the life of households and individuals in the Condominium in accordance with the regulations of law.
- l) To use the Apartment for a purpose of trading in inflammable and explosive materials, providing services that cause environmental pollution, noise, affecting to social order and safety of residential areas without complying with the regulations of law on business condition.
- m) To report, provide information about the Apartment inaccurately, untruthfully, in contravention of regulations or not in accordance with the request of competent state authority; to destroy or falsify information in the database of housing managed by the competent state authority.
- n) To use the Management Service Fee, Maintenance Fee in contravention of the Law on Housing, Decree No.99/2015/ND-CP and the Regulation on management and use of Condominium enacted by the Ministry of Construction.
- o) To cause seepage, leak; to make noise in excess of the regulations of law or discharge garbage, sewage, emission or toxic substances in contravention of regulations of law on environmental protection or not in accordance with the Condominium Internal Regulations.
- p) To graze cattle (dogs, cats, pigs ...), poultry (chickens, birds ...) in the Condominium area
- q) To paint, decorate the exterior of the Apartment, Condominium is not in accordance with the design and architecture regulations.
- r) To arbitrarily change the function, purpose of use of the Common Proprietary Area, the common use areas of the Condominium; arbitrarily change the function, purpose of the area not for residence in the Condominium with mixed purposes to

the other purpose(s) compared with the approved design or approved by the competent authority.

- s) It is forbidden to trade the following industries, goods in the area used for business of the Condominium:
- (i) Explosive materials and industries that endanger the life and property of the Occupier of the Condominium in accordance with the regulations of law on fire protection
 - (ii) Dance club business; repair of motor vehicles; slaughter cattle; the other service business activities causing pollution in accordance with the regulations of law on environmental protection.
 - (iii) In case of providing restaurant, karaoke and bar services, the conditions of soundproofing, fire and explosion prevention, escape places must be satisfied and must comply with other business conditions in accordance with regulations of law.

4.2. To perform other prohibited acts relating to the management and using of the Condominium in accordance with the Law on Housing and the regulations of relevant law.

4.3. Other acts affecting adversely to the community, Owners and Occupiers of the Condominium shall be considered and decided in the Condominium Meeting.

Article 5. Regulation on the using of the Common Proprietary Area of the Condominium

The Owner of Apartment, Occupier, and Guest using the Common Proprietary Area of the Condominium must comply with the following regulations:

5.1. To use elevator and common use equipment according to the designed purpose and function. Children under 12 (*twelve*) years old when using elevator or common service facilities must be accompanied and supervised by parent, or supervisor.

5.2. Not to damage or violate to the common property of the Condominium.

5.3. To comply with all regulations on stopping and parking at the space for stopping, parking as stipulated.

5.4. To use community center for the right purpose and function as stipulated in regulations of law on housing.

5.5. To comply fully with the regulations on fire protection of the Condominium.

5.6. Other regulations: to be added in the Condominium Meeting for each Building's demand (if any).

Article 6. Regulation on repairing damage, change or additional installation in the Apartment, other areas in the Individual Proprietary Area

6.1. In case the Individual Proprietary Area of the Owner is damaged and need to be repaired or in case of renovation or installation of additional equipment in the Individual Proprietary Area, the Owner or Occupier is entitled to repair, replacement, install additionally, but must comply with the following principles:

- a) The Owner/Occupier must inform immediately to the Management Unit and make all effort, use all measures which is deemed to be necessary, reasonable according to assessment of the third party in order to minimize damage as much as possible. In the event of a breach of the notification obligation, the Apartment Owner and the Occupier shall incur all or part of the breach, depending on the severity of such breach, all costs of repair, replacement and repair of actual damage and losses incurred.
- b) All work that the Owner and/or Occupier intends to perform within the Owner's Individual Proprietary Area (except for minor repairs not affecting the design, structure of the Apartment and/or of the Building that only need to be noticed at least 01 day in advance) must be sent to the Investor or the Management Unit for review and approval before performance, including details such as: content of expected repair work, construction methods, expected the construction plan, construction blueprints must be approved by the Investor or the Management Unit before being executed according to the application provided by the Investor or the Management Unit; to commit to comply with the Condominium Internal Regulations, construction regulations and other regulations of the Condominium. Investor or Management Unit shall not refuse without reasonable reason. However, the approval of the Investor or the Management Unit for design plan or a construction measure shall not exempt the Owner/Occupier from damages which occur during the repair process; the Owner/Occupier is responsible for compensation and remedy for any actual damage or losses due to the Owner Occupier's fault.
- c) During the progress of performing work, the Management Unit is entitled to enter the Individual Proprietary Area of such Owner to monitor, review, inspect and supervise to ensure the general safety of the Condominium and the Individual Proprietary Area, the Common Proprietary Area of other Owners being above, below or around them. Construction unit is responsible for self-transporting construction equipment, tool and material, construction wastes coming and going from the Owner's Individual Proprietary Area.
- d) In any case, the repair, replacement, installation above neither disturb the normal activities of the Owner and/or Occupier of the other Individual Proprietary Area at above, below and around nor cause any damage in the Common Proprietary Area and Individual Proprietary Area of other Owner/Occupier. In case of causing damage, the party causing damage must pay compensation for all damages in accordance with regulations of law.
- e) To avoid making noises, or unpleasant smell disturbing the Condominium (such as the sound of drills, hammer, or anything that causes excessive noise, spray paint, varnish,...), the work relating to repair above is only performed from 08 am to 17 pm daily, except for Sunday and holiday.
- f) During the process of supervision and inspection, acceptance, if the Investor, the Management Board, the Management Unit or the representative realizes

construction quality does not satisfy technical requirements and standards of the Condominium, they are entitled to suspend construction to ensure the quality, safety and technical standards of the Condominium within a certain period. If exceeding the period above but the repairing Party still does not remedy, the Investor, the Management Board or the Management Unit are entitled to hire an independent third party, after prior notice to the Apartment Owner, to execute the construction and complete the work, all relevant actual cost shall be paid by the Owner/Occupier.

- 6.2.** In case of damage or need to install additional equipment to the Common Proprietary Area (including the Common Proprietary Area in the Individual Proprietary Area), the replacement, repair, or additional installation must be carried out in accordance with current regulations of law and must comply with the principle:
- a) The Owner must inform the Management Board (or the Investor when Management Board has not been established yet), the Management Unit to repair and replace promptly.
 - b) Additional repair or installation is performed by the Investor; or by the Management Unit; or by third parties hired by the Managing Unit; or by a third party hired by the Owner/Occupier and approved by the Management Unit.
 - c) The Owner and Occupier must allow and make good conditions to repair, install and add to the Owner's Individual Proprietary Area and allow them to bring in the Owner's Individual Proprietary Area necessary equipment to carry out the above work. When performing the work, the repairing and installing party must minimize any inconvenience that may cause to Owner /Occupier and must not cause any damage to the Apartment, Owner, Occupier or their assets in the Individual Proprietary Area. In case of causing damage, the party causing damage must be responsible for compensation in accordance with regulations of law.
- 6.3.** In case the Condominium includes office, service, commercial area damaged or need to be installed additional equipment of the Common Proprietary Area, the Owners of these functional areas must repair, replace, install additional equipment according to the Regulation on management and use of Condominium enacted by the Ministry of Construction
- 6.4.** In case of transporting equipment, utensils in the Condominium or transporting materials, it must be informed to the Management Board (or the Investor when Management Board is not established yet) and it shall only be performed from 8 am to 17 pm daily (except for Sunday and holidays) to avoid affecting the operation of the Condominium.
- 6.5.** In any case and by any form, Apartment Owners and Occupier are prohibited to:
- a) To chisel door, vent, pillar; to spread, shield, dismant, build additional wall or other constructions,...in the Common Proprietary Area, the Individual Proprietary Area.
 - b) To make any change to loggia, window and standard main door outside of the

Individual Proprietary Area without agreement in written of Investor.

- c) To construct underground works in the Individual Proprietary Area or directly under the Common Proprietary Area, for examples: installation of underground pipes, cables, building partitions on the floor, breaking technical systems attached to the Common Proprietary Area.
- d) To perform or do any act which may alter, deform or damage the internal or exterior structure of the Condominium, other facilities and services, or the inside or outside structure of the Individual Proprietary Area, the Common Proprietary Area or affect to the operation, exploitation and using of the Condominium as well as contrary to curent regulations of law such as placing billboards, panels, posters, signs on the outside of the Individual Proprietary Area, widening and/or impacting, interfering in any form which affects the overall architecture of the Condominium... .

6.6. Other regulations: to be additionally regulated by the Condominium Meeting in accordance with the Condominium from time to time.

Article 7. Regulations on the use of Management Service Fee

7.1. The Management Service Fee shall be used for the following tasks and purposes:

- (a) To control, remain operation, maintenance regularly the system of elevators, water pumps, generators, automatic fire alarms, fire-alarm systems, fire-fighting devices, fire-fighting tools, backup devices and other equipment under the Common Proprietary Area, the Common Use Area of the Condominium.
- (b) To pay for the electricity cost for common using machinery, equipment, system of the Condominium, the cost of using in public areas, watering trees, the cost for oil to operate the backup generators to serve the public areas, corridor lights, emergency exit lights, electric lifts, water pumps, sewage pumps.
- (c) To pay for the cost of security, protection services (including support equipment such as walkie-talkies, flashlights, self-defense devices,...).
- (d) To pay for the cost of public cleaning services (including cleaning tools, chemicals, protective equipment, ...); tree care services, fertilizers, watering plants; periodical insecticidal activity, expenses for collection and transportation of monthly domestic waste.
- (e) To pay for the cost of books and newspapers in the lobby, the expenses of telephone, internet, stationery for the operation of the Management Unit, the expenses for contacting with the local authority upon request, the cost of decorating on holidays, Tet, the occasions of organizing programs to serve the demand of the community in the Condominium.
- (f) To pay for the cost of chemicals for clearing sewers, ditches, sumps, annual internal fire drills.
- (g) To pay for the cost of office equipment for the Management Unit such as tables, chairs, printers, computers, books, papers, documents,..., technical tools, stationery, expenses for uniform of employees, wages, salaries, allowances, social insurance, social welfare

for employees performing management and operation at the Condominium.

(h) To pay for other costs in accordance with regulations of law and agreements between Parties from time to time.

7.2. The Management Service Fee must be in accordance with regulation as stipulated in Clause 4.2 Article 4 of the Purchase Contract and the regulations of law

Article 8. To handle incident of the Condominium

8.1. In case of an incident which may endanger the safety of life and property in the Condominium, the Owner, Occupier, Guest or other person must inform immediately to the Management Board, Management Unit to handle.

8.2. In case of emergency incident and it is necessary to evacuate people from the Condominium, everyone must follow the instruction on the loudspeaker or emergency sign or instruction of the security, competent units to evacuate to safe place.

Article 9. Regulations of fire and explosion prevention in the Condominium

9.1. The Owners, Occupiers, Guests are obliged to comply with the Law on Fire Prevention and Fighting (“PCCC”) and plan on PCCC in unit enacted by Hanoi Department of Fire Prevention and Fighting Police.

9.2. Citizens whose age is 18 years old and above and being healthy enough must join the civil defense teams, the unit of fire prevention and fighting team set up at their resident address when required (as stipulated in Clause 2, Article 5, the Law on PCCC).

9.3. The Owners, Occupiers, and Guests of the Condominium are responsible for organizing the operation and regularly inspecting the PCCC within the scope of their responsibilities under the the Law on PCCC and other specific responsibilities as follows:

- a) If the Owner and the Occupier are not present at the Apartment for 24 (*twenty-four*) constant hours or more, they must inform the Management Board (or the Investor if Management Board is not established yet) and the Management Unit, disconnect power of electric equipment, water equipment, turn-off the main isolator switch.
- b) Not to intervene arbitrarily, not to connect, repair, install additional equipment to fire alarming system, information speakers in apartments.
- c) Not to smoke, throw cigarette butts at the corridor, staircases, elevators and other public places of the Condominium.
- d) Not to use unprotected fire.
- e) Always to be alert, careful in cooking. Regularly to check and maintain the equipment (air-conditioner, refrigerator, water heater, heating lamp,...) wires, electricity source and other equipments, if realizing extraordinary problem, report immediately to the Management Unit to be checked and handled. Turn off electric equipment and water equipment when leaving the room to keep safe.
- f) The Apartment Owner is responsible for disseminating to each member living in the Apartment the internal regulations of fire and explosion prevention, emergency exit, knowing how to use a foam bottle, fire hydrant to self-handle

problem immediately to prevent fire from spreading.

- g) The motor vehicles with 4 or more seats stored in the Project area ... must satisfy the conditions in accordance with regulations of the state management authority on PCCC.
- h) The Owner is responsible for purchasing compulsory fire and explosion insurance for the Individual Proprietary Area of him/hers with a minimum insurance amount of VND..... for each loss and an unlimited number of losses during the period of insurance or a higher amount stipulated by the Condominium Meeting, and is responsible for contributing the cost of purchasing compulsory fire and explosion insurance to the Common Proprietary Area distributed in corresponding to the Individual Proprietary Area of each Owner.

9.4. It is forbidden to perform the behaviors affecting to safety, fire prevention and fighting activities of the Condominium, including:

- a) To burn votive papers and set fire in the Condominium, except for the location accepting to burn the votive according to regulation in the Condominium.
- b) To use honeycomb charcoal, kerosene stove, industrial gas cylinder in the Condominium.
- c) To smoke, throw cigarette butts at the corridor, staircases, elevators and other public places of the Condominium
- d) To use unprotected fire.
- e) To put inflammable material near sources of fire and heat
- f) To throw materials which can rekindle fire into places for garbage disposal such as: cigarette butts still burning, flammable objects such as styrofoam, rubber, gas lighters, matches ...
- g) To bring explosive material to the zone of the Condominium.
- h) To produce, store, transport, preserve, use, trade illegally substance at risk of fire and explosion; to violate seriously regulations on management and using of fire source, heat source and the standards of the fire prevention and fighting stipulated by the State.
- i) To cause fire, explosion on purpose which causes harm to people life, health, causes damage to asset of the State, organization and individual.
- j) To make fake fire alarm
- k) To cause damage, to change, move fire-fighting equipment, sign, instruction boards and escape sign arbitrarily
- l) To intervene, change, connect, repair, install additional equipment to the fire and explosion alarm systems in the Apartments and the Condominium such as fire detectors, smoke detectors, gas leak detectors... arbitrarily
- m) To insert arbitrarily obstacle to open door, to ensure the emergency exit when a fire incident occurs.

Article 10. Regulations of disclosure information of the Condominium

- 10.1. The Management Board, the Management Unit must announce publicly information relating to the management and using of the Condominium on the bulletin or notice board or other means of information of the Condominium.
- 10.2. The internal regulations of the fire prevention and fighting must be put at the stipulated place; the internal regulation of using elevator must be put at the stipulated place to ensure safety, comfort in using.

Article 11. Regulations of obligations of the Owner, Occupier of the Condominium

- 11.1. To request the Management Board and Management Unit to provide information and contents relating to the management and using of the Condominium.
- 11.2. The Owners of Condominiums are responsible for paying fire and explosion insurance in accordance with the regulations of law.
- 11.3. To perform strictly the regulations of this Condominium Internal Regulations and the Regulation on management and use of Condominium enacted by competent state authority.
- 11.4. To pay fully and timely the Management Service Fee and other expenses in accordance with regulations of law and agreement with service providers.
- 11.5. To make good condition and support the function units to maintain the Common Proprietary Area according to regulations.
- 11.6. To restore to the original status and compensate for damage if causing damage to the area or equipment of the Common Proprietary Area or the area or equipment of the Individual Proprietary Area of other Owners.
- 11.7. To buy compulsory fire and explosion insurance in accordance with the regulations of law on the fire prevention and fighting and law on insurance business.
- 11.8. To inform regulations of this Internal Regulations to the lawful authorized representative to use the Apartment and other organizations and individuals relating to using the Apartment.

Article 12. Violation settlement

- 12.1. If the members of the Management Board, the Management Unit, Owner, Occupier, Investor, Guest, and other individuals and organizations related to the management and using of the Condominium violate regulations of the Condominium Internal Regulations or current regulations of law on management, using the Condominium, they shall be put under consideration to handle depending on the seriousness of violation, and must compensate for damage caused by their violations.
- 12.2. The members of the Management Board, the Management Unit, Owner, Occupier, Guest must comply strictly with decision of violation settlement of the competent organization, authority.
- 12.3. The Management Unit shall be entitled to suspend provision of facilities or services or request the provider to suspend utilities and services including electricity, water, energy, sanitation service and other public services for the Condominium in the event that the Owner, the Occupier is informed in written for the second time to remind paying for Management Service Fee and/or other fees but they still do not pay for such fees; or in

the case that the Owner, the Occupier do not repair their Individual Proprietary Area, which affects to other Owners, Occupiers in the Condominium.

Article 13. Implementation provisions

- 13.1.** The Condominium Internal Regulations shall be amended, revised from time to time according to decision in the Condominium Meeting to guarantee to be in accordance with regulations of law and for the purpose of management the Condominium in the best way.
- 13.2.** The Owner, Occupier and Guest agree with the whole content of the Condominium Internal Regulations as well as arising problems due to the demand of complying with this Condominium Internal Regulations.
- 13.3.** Due to the public benefit and urban civilized lifestyle, Investor and Owner, Occupier and Guest commit to comply with the Condominium Internal Regulations. The Condominium Internal Regulations shall be used to settle disputes relating to the management, operation and using the Condominium.
- 13.4.** The Condominium Internal Regulations shall take effect from the signing date and be obliged to perform as to the relevant Parties.

APARTMENT OWNER

Totally understanding and
acknowledge before signing
*(sign, write fullname, seal
if customer is organization)*

INVESTOR

(sign, write fullname, seal)

ANNEX VI

“NOTICE OF HANDING-OVER APARTMENT” FORM

(To be attached to the Apartment Purchase Contract No., on [month] [date] ... [year]
....)

**MAI LINH INVESTMENT
JOINT STOCK COMPANY**

**SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness**

------

No: [REDACTED]/TBBG/ML

Hanoi,.....

NOTICE OF HANDING-OVER APARTMENT

To: Customer : [REDACTED]
Address : [REDACTED]
Phone number : [REDACTED]

Pursuant to:

Apartment Purchase Contract No. [REDACTED]/HDMB/ML on [REDACTED] and the Annexes thereof, revision, amendment documents to the Apartment Purchase Contract (“Purchase Contract”)

Firstly, Mai Linh Investment Joint stock Company would like to extend our best compliments to you.

We are delighted to announce that we have completed the construction of Apartment No. [REDACTED] at [REDACTED] Building, [REDACTED] Floor in Project “Golden Palace A Entertainment Park, school” in Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi (“Apartment”) as stipulated in Purchase Contract.

Therefore, we would like to inform you about the plan to handover the Apartment as follows:

I. TIME AND LOCATION

1. The Handover Date:

From [REDACTED] to [REDACTED]

2. Handover Location: [REDACTED]

II. HANDOVER PROCESS

1. **Maturity finance obligations**

We would like to inform you about maturity finance obligations according to Purchase Contract as follows:

Order	Maturity finance obligation	Amount (VND)	Account number
1			
2			

Important notice:

It is noted that you are responsible for paying all the above amount of money latest on the last day of the Apartment Handover period. In case of late payment, regulations on penalty for violations stipulated in the Purchase Contract shall be applied.

2. To book a schedule to take over the Apartment

After completing financial obligations, please contact to Handover Department before at least ... (.....) working days to book a schedule to take over the Apartment.

In case you would like to change the Apartment Handover schedule booked, please inform the Handover Department at least ... (...) working days before the expected taking over date.

3. To take over the Apartment

- a) When taking over the Apartment, please bring the following documents and papers:
 - You and co-owner (in case Customer in the Purchase Contract is group of two or more individuals/organizations) are kindly required to prepare the original of ID card or Passport when taking over the Apartment.
 - In case that it is impossible for you and co-owner to take over the Apartment directly by yourselves, please provide authorization letter (notarized) for the authorized representative taking over the Apartment. Authorized representative is kindly required to bring the original of ID card or Passport when taking over the Apartment.
- b) In case you do not change the handover time as mentioned in this notice and do not take over the Apartment within days from the day stipulated in this notice, the Apartment Handover Minutes shall take effect automatically at the last day of the handover duration as stipulated in this notice.

The above are some information relating to the Apartment handover, we would like to inform you and hope to receive your cooperation in handing over the Apartment in accordance with regulations.

To be supported, please contact to:

- Receivables accounting department at the phone number: - Extension number: or Email: to be answered questions relating to finance.
- Department of Customer Care at the Phone number: - Extension number: or Email: to be confirmed schedule of handover and to be answered relevant questions.

Sincerely!

**MAI LINH INVESTMENT
JOINT STOCK COMPANY**
(sign, write full name and seal)

ANNEX VII

“APARTMENT HANDOVER MINUTES” FORM

(To be attached to the Apartment Purchase Contract No., on [month] [date] ... [year]
....)

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom – Happiness



APARTMENT HANDOVER MINUTES

(To be an inseparable part of Apartment Purchase contract No. []/HDMB/ML on [])

No: []/BBBG/ML

On [], We are:

1. THE SELLER (PARTY A)

Name of Company: Mai Linh Investment Joint stock Company

Enterprise Registration Certificate No. 0102043394 issued at the first time by Hanoi Department of Planning and Investment on September 25th, 2006

Address: K1 Keangnam Showhouse, Me Tri street, Me Tri ward, Nam Tu Liem district, Hanoi.

Phone number:

Representative: Position:

In accordance with authorized letter (if any) No.: on:

2. THE BUYER (PARTY B)

[If customer is an individual, please fill out the following information. If customer is group of individuals, please fill out full information of each individual]

Full name:

Date of birth:

The ID card/Passport No.: issued on: .../.../..... at:

Permanent address:

Contact address:

Phone number: Fax (if any): Email:

Bank account (if any) No.: opened at:

Tax code (if any):

[If customer is organization, please fill out the following information]:

Name of organization:

Enterprise Registration Certificate/Investment Registration Certificate/Operation

License No.:

Issued on: .../.../..... at:

Head Office Address:

Contact address:

Phone number: Fax (if any): Email:

Bank account No.: opened at:

Tax code:

[If customer is group of individuals or an individual but having authorized other person to sign; or customer is organization, please fill out the Representative's information as follows]:

Representative (if any):

ID card/Passport No.: issued on: .../.../..... at:

According to authorization letter (if any) No.:created on:.....
(Party A and Party B hereinafter referred to individually as “Party”, collectively as “Parties”)

Pursuant to:

- The Apartment Purchase Contract No. /HDMB/ML on and the Annexes thereof, revision, amendment documents to the Apartment Purchase Contract (“Purchase Contract”) as to the Apartment No. at Building, Floor, in Project “Golden Palace A Entertainment Park, school and apartment, commerce and services complex” in Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi (“Apartment”)
- *[Fill out full information of all Purchase Contract Transfer Documents – if any]* Purchase Contract Transfer Document No. on

Result of measuring and checking the Apartment in reality.

It is agreed by Parties to sign Apartment Handover Minutes (“Handover Minutes”) with the following terms:

ARTICLE 1. INFORMATION OF THE APARTMENT HANDED OVER

Parties confirm handing over in reality as to the Apartment with the following information:

- 1.1. Building:, Floor, Apartment code:
- 1.2. Project: Golden Palace A Entertainment Park, school and apartment, commerce and services complex.
- 1.3. Address: Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi
- 1.4. The Usable Area of Apartment (carpet area) according to measuring in reality: m2.
- 1.5. The Usable Area of Apartment (carpet area) according to the Purchase Contract: m2 (*In written: square meter*).
- 1.6. The Actual Usable Area of Apartment *[choose one of the following cases]* bigger/smaller of m2 than the Temporary Usable Area of Apartment (according to Purchase Contract), difference rate:%.

ARTICLE 2. HANDOVER CONDITION

- 2.1. It is checked and confirmed by Party B that the Apartment is completed as stipulated in the Purchase Contract. It is agreed by Party B to take over:
 - a) Apartment as described in Article 1 of Handover Minutes and its attached materials, furnitures and equipments as listed in List of materials, furnitures and equipments of apartment stipulated in the Purchase Contract.
 - b) All keys of Apartment and documents relating to using Apartment.
- 2.2. From the validity day of this Handover Minutes, it is agreed by Parties that:
 - a) Apartment is handed-over by Party A and taken-over by Party B in accordance with regulations of the Purchase Contract. Party B is responsible for managing, using Apartment, paying for arising fee and complying with other regulations of the Condominium Internal Regulations and requesting the person assigned to manage, allowed to use, reside, stay, live at Apartment to comply with the Condominium Internal Regulations.
 - b) Apartment and its attached materials, furnitures and equipments are warranted according to regulations of Apartment warranty of the Purchase Contract.
 - c) It is committed by Party B to respect and comply with the Condominium Internal Regulations during whole the process of owning and using the Apartment.

- d) It is agreed by Parties that Party A is entitled to reserve ownership right of Apartment and its attached materials, furnitures and equipments (“**Apartment Ownership**”) until Party B completes financial obligations in full according to the Purchase Contract and the Notice of Handing-over Apartment and other notices of Party A (if any). After such time, Apartment Ownership shall be automatically fully transferred to Party B.
- e) It is agreed by Party B that from the validity day of this Minutes (the handing-over day stipulated in Handover Minutes), Party B shall pay monthly Management Service Fee (excluding VAT) of [*as stipulated in the Purchase Contract*] VND (In written: dong). If Party B does not live at Apartment after Apartment is handed-over according to this Handover Minutes, Party B must still pay Management Service Fee from the signing date of this Handover Minutes according to provisions of Management Unit that is in accordance with the Condominium Internal Regulations (except for cases of being exempt or deducted according to Party A's policy from time to time).

ARTICLE 3. MISCELLANEOUS

- 3.1. This Handover Minutes shall take effect from signing date and be an inseperable part of the Purchase Contract.
- 3.2. This Handover Minutes shall be made into 04 (*four*) original copies with equal validity. Party A shall keep 03 (*three*) copies, Party B shall keep 01 (*one*) copy.

PARTY B
*(sign, write full name and seal if
Customer is organization)*

PARTY A
(sign, write full name and seal)

TABLE OF REQUEST FOR REPAIRING THE DEFECT OF THE APARTMENT

Date & time: _____

Apartment Owner: _____

Apartment number: _____

Building: _____

We request to repair the following deducts, errors of the Apartment:

Order		Amount	Position	Note
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Repair duration: [month.....][date],[year.....].

....., _____

ON BEHALF OF PARTY A

(Sign, write full name)

ON BEHALF OF PARTY B

(Sign, write full name)

ANNEX VIII

“LIQUIDATION MINUTES” FORM

(To be attached to the Apartment Purchase Contract No., on [month][date] ...[year])

**SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness**



LIQUIDATION MINUTES

(Re: Liquidation of the Purchase Contract No. /HDMB/ML on)

No: /BBTLHDMB/ML

On, We are:

1. THE SELLER (PARTY A)

Name of Company: Mai Linh Investment joint stock company

Enterprise Registration Certificate No. 0102043394 issued at the first time by Hanoi Department of Planning and Investment on September 25th, 2006

Address: K1 Keangnam Showhouse, Me Tri street, Me Tri ward, Nam Tu Liem district, Hanoi.

Phone number:

Representative: Position:

In accordance with authorized letter (if any) No.: on:

2. THE BUYER (PARTY B)

[If customer is an individual, please fill out the following information. If customer is group of individuals, please fill out full information of each individual]

Full name:

Date of birth:

The ID card/Passport No.: issued on: .../.../... at:

Permanent address:

Contact address:

Phone number: Fax (if any): Email:

Bank account (if any) No.: opened at:

Tax code (if any):

[If customer is organization, please fill out the following information]:

Name of organization:

Enterprise Registration Certificate/Investment Registration Certificate/Operation

License No.:

Issued on: .../.../... at:

Head Office Address:

Contact address:

Phone number: Fax (if any): Email:

Bank account No.: opened at:

Tax code:

[If customer is group of individuals or an individual but having authorized other person to sign; or customer is organization, please fill out the Representative's information as follows]:

Representative (if any):

ID card/Passport No.: issued on: .../.../... at:

According to authorization letter (if any) No.: created on:

(Party A and Party B hereinafter referred to individually as “Party”, collectively as “Parties”)

Pursuant to:

- The Apartment Purchase Contract No. /HDMB/ML on and the Annexes thereof, revision, amendment documents to the Apartment Purchase Contract (“Purchase Contract”) as to the Apartment No. at Building, Floor in Project “Golden Palace A Entertainment Park, school and apartment, commerce and services complex” in Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi (“Apartment”)
- *[This item shall be used if Customer purchase Apartment by the method of being transferred Purchase Contract then, information shall be fill out according to Purchase Contract Transfer Document signed by Customer]* Purchase Contract Transfer Document No. on
- Apartment Handover Minutes No. /BBBG/ML on (“Handover Minutes”);

It is agreed by Parties to sign Liquidation Minutes of the Purchase Contract (“Liquidation Minutes”) with terms as follows:

ARTICLE 1. COMPLETED OBLIGATIONS

- 1.1. It is confirmed by Party A that at the signing date of this Liquidation Minutes, payment obligation of Total Contract Value (after amending in accordance with Usable Area of Apartment) stipulated in Purchase Contract and the Annexes thereof, revision, amendment documents from time to time (if any) is performed by Party B as follows:
 - a) **Total Contract Value need to be paid in accordance with the Purchase Contract:** VND (In written: dong).
In which:
 - + Apartment Sale Price and VAT (not including the Maintenance Fee): VND (In written: dong).
 - + Maintenance Fee: VND (In written: dong).
 - b) **Total Contract Value Paid:** VND (In written: dong).
In which:
 - + Apartment Sale Price and VAT (not including the Maintenance Fee): VND (In written: dong).
 - + Maintenance Fee: VND (In written: dong).
 - c) **Remain Total Contract Value need to be paid:** VND (In written: dong).
In which:
 - + Apartment Sale Price and VAT (not including the Maintenance Fee): VND (In written: dong).
- 1.2. It is confirm by Party B that Party A has fulfilled the obligation of handing-over the Apartment and relevant documents as stipulated in Purchase Contract and other agreements signed between Parties. Apartment’s information is as follows:
 - a) Building, Floor:, Apartment code:
 - b) Project: Golden Palace A Entertainment Park, school and apartment, commerce and services complex
 - c) Address: Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi
 - d) The Actual Usable Area of Apartment (Carpet area as measured in reality): m2 (In written: square meter).
 - e) Usable Area of Apartment (carpet area) according to the Purchase Contract: m2 (In written: square meter).
 - f) The area of difference between Actual Usable Area of Apartment and Usable Area of Apartment according to the Purchase Contract: *[Choose one of two following cases]* larger/smaller m2.

g) Difference rate: Actual Usable Area of Apartment is *[Choose one of two following cases]* larger/smaller of% than Usable Area of Apartment according to the Purchase Contract.

1.3. It is agreed by Parties that from the signing date of this Liquidation Minutes, each Party shall be not responsible for any obligation relating to the Purchase Contract to the other Party except for reserved obligation stipulated in Article 2 of this Liquidation Minutes.

ARTICLE 2. RIGHTS AND OBLIGATIONS RESERVED

Not depending on signing Liquidation Minutes, each Party has the following reserved rights and obligations:

2.1. Party A is responsible for warrant Party B's Apartment in accordance with regulations in Purchase Contract.

[Clause 2.2 and 2.3 shall be eliminated if Party B applies for Certificate by themself]

2.2. Party A is responsible for applying for Certificate of land use rights and ownership of houses and other land-attached assets ("Certificate") for Party B as stipulated in the Purchase Contract.

2.3. Party B shall make the rest payment stipulated in Clause 1.1 Article 1 within *[As stipulated in the Purchase Contract]*..... (.....) days from the day that Party A sends the Notice of Handing-over Certificate of Apartment Ownership to Party B but no later than the day that Party A actually handovers Certificate of Apartment Ownership to Party B

2.4. Party B is responsible for complying with the Condominium Internal Regulations, the list of common proprietary, individual proprietary and other regulations relating to Apartment/Project shall be enacted from time to time.

2.5. Party B is responsible for cooperating with Party A during performace process as well as making payment in full and on time all the taxes, fees, charges (if any)...arising from or relating to the procedure to apply for Certificate as stipulated in the Purchase Contract; and respecting other approved agreements in the Purchase Contract remaining validity after the signing date of his Liquidation Minutes.

2.6. Party A is entitled to reserve the ownership of the Apartment and its attached materials, equipments ("Apartment Ownership") until Party B completes all of financial obligations to Party A according to the Purchase Contract. After that, Appartment Ownership shall be transferred in full automatically to Party B.

ARTICLE 3. MISCELLANEOUS

This Liquidation Minutes shall take effect from date hereof and shall be made into 04 (four) original copies in Vietnamese with the equal legal validity, Party A shall keep 03 (three) copies, Party B shall keep 01 (one) copy.

ON BEHALF OF PARTY A

(sign, write full name and seal)

ON BEHALF OF PARTY B

*(sign, write full name,
seal if Customer is organization)*