

SALES & PURCHASE AGREEMENT

***“NEWTATCO COMPLEX OF APARTMENT, OFFICE COMBINED
COMMERCIAL SERVICES” PROJECT***

METRO APARTMENT BUILDING

Floor: 16 Apartment No.: M-1606

At: Xuan Tao Ward, Bac Tu Liem District, Hanoi

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SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, #NUM!

SALES & PURCHASE AGREEMENT

No.: KM/M-1606

- Pursuant to the laws and regulations of Vietnam; and
- Pursuant to Decision No. 1528/QĐ-UBND dated 31 March 2011 of Hanoi People's Committee on retrieving 10,895m² of land located at Xuan Dinh Commune, Tu Liem Ward for assigning to New Technology Application and Tourism One Member Limited Liability Company (Newtatco) to implement Newtatco Complex of Apartment, Office combined Commercial Services Project;
- Pursuant to Decision No. 3653/QĐ-UBND dated 04 July 2016 of Hanoi People's Committee on amending Article 2.1 of Decision No. 1528/QĐ-UBND dated 31 March 2011 of Hanoi People's Committee;
- Pursuant to letter No. 288/QHKT-TMB-PAKT dated 17 January 2017 of Hanoi Authority for Urban Planning & Architecture on approving master plan and plan of architecture of Newtatco Complex of Apartment, Office combined Commercial Services Project at Xuan Tao Ward, Bac Tu Liem District, Hanoi;
- Pursuant to Decision No. 3212/QĐ-UBND dated 24 May 2017 of Hanoi People's Committee on adjusting the investment policy in respect of Newtatco Complex of Apartment, Office combined Commercial Services Project at Xuan Tao Ward, Bac Tu Liem District, Hanoi;
- Pursuant to Letter No. 164/HDXD-QLDA dated 01 March 2017 of Ministry of Construction on evaluating the principal design documents of the project;
- Pursuant to Construction Permit No. 62/GPXD dated 06 June 2017 of Department of Construction in respect of the underground part of the construction work;
- Pursuant to Decision No. 7956/QĐ-UBND dated 15 November 2017 issued Hanoi People's Committee on approving of the transfer of the entire Newtatco Complex of Apartment, Office combined Commercial Services Project at Xuan Tao Ward, Bac Tu Liem District to the new developer of Westlake View Real Estate Company Limited;
- Pursuant to Decision No. 235/QĐ-UBND dated 11 January 2018 issued by Hanoi People's Committee regarding the reclaim of 10.895m² of land at Xuan Tao Ward, Bac Tu Liem District, Hanoi which is managed and used by Newtatco; assign Westlake View Co., Ltd. to continue the construction of "Newtatco Complex of Apartment, Office combined Commercial Services Project";
- Pursuant to Construction Permit No. 07/GPXD dated 23 January 2018 issued by Hanoi Department of Construction for the Project's Superstructure;
- Pursuant to the Letter No. 001-2018/CV-CMD.IVBMD dated 12 February 2018 between Westlake View Real Estate Company Limited and Indovina Bank Ltd. – My Dinh Branch regarding "Guarantee the project progress for Purchasers under "Newtatco Complex of Apartment, Office combined Commercial Services" Project;
- Pursuant to the Letter No. 1925/SXD-QLN dated 13 March 2018 issued by Hanoi Department of Construction regarding the to-be-developed real estate is qualified for being put into business at Newtatco Complex of Apartment, Office combined Commercial Services Project.

We are:

**Party A: THE APARTMENT SELLER (hereinafter referred to as the “Seller”):
WESTLAKE VIEW REAL ESTATE LIMITED LIABILITY COMPANY**

Enterprise Registration : Enterprise Code 0107056206 issued by the Business
Certificate Registration Office under Hanoi Department of Planning and
Investment with the first time of registration on 22 October
2015 and the second time of amendment on 30 December 2016

Head office address : No. 125, Hoang Van Thai St, Khuong Trung Ward, Thanh
Xuan District, Hanoi

Mailing address : 2nd Floor, Kosmo Tay Ho Display Suite, No. 101 Xuan La
Street, Tay Ho District, Hanoi

Telephone : (84) 024 3555 3399

Fax : [...]

Represented by : Mr. Pham Dinh Hoa

Position : General Director

Power of Attorney No. : 06A/GUQ/THV/2017 dated 10/12/2017

And

Party B: THE APARTMENT BUYER (hereinafter referred to as the “Buyer”):

DOB : #NUM!

ID or passport number : , date of issuance: #NUM! by

Tax code :

Permanent residence :

Contact Address :

Phone number :

Email :

DOB :

ID or passport number : , date of issuance: by

Tax code :

Permanent residence :

Contact Address :

Phone number :

Email :

(The Buyer and the Seller are hereinafter referred collectively to as “**Parties**” and individually referred to as “**Party**”)

Both Parties agree to enter into this Sales & Purchase Agreement with the following terms and conditions:

Article 1. Interpretation

In this Contract, the terms below are construed as follows:

1. **“Apartment”** means an apartment that is built in accordance with the approved design, in the Apartment Building invested by the Seller, and has the specifications as described in Article 2 of this Contract;
2. **“Apartment Building”** means the NH1 Apartment Building, or also referred to respectively as METRO Tower invested by the Seller in which the Apartment is located at “Newtatco Complex of Apartment, Office combined Commercial Services” Project located at Xuan Tao Ward, Bac Tu Liem District, Hanoi (**“Project”**);
3. **“Contract”** means this Sales & Purchase Agreement, its appendices, and written amendments of and supplements to this contract that are made and signed by the both Parties during the contract performance;
4. **“Sale Price”** means the sale price of the Apartment as specified in Article 3 of this Contract;
5. **“Warranty”** means the repairs and replacement of the items specified in Article 9 of this Contract that are damaged, defective, or malfunctioning not on account of the Apartment users over a certain warranty period as provided by law on residential housing and this Contract;
6. **“Carpet Area”** means the area of the Apartment which is calculated in accordance with the calculation method as provided for in Item 2, Article 101 of Law on Residential, including the area of the walls separating the rooms inside the Apartment, the area of the balcony and the loggia (*if any*) of the Apartment but exclude the area of the boundary walls of the house, the walls separating the apartments, the columns, and technical boxes inside the Apartment. The area of the balcony is the floor area thereof. If the balcony shares a wall, the area of the balcony shall be determined based on inner edge of that wall according to the approved floor layout drawing of the Apartment;
7. **“Usable Area of the Apartment”** means the privately used area of the sale and purchase Apartment which shall be calculated based on Carpet Area of the sale Apartment and shall be written in the LURC issued to the Buyer and shall be determined in accordance with law;
8. **“Construction Floor Area of the Apartment”** means the area which is defined by the centerline of the boundary walls of the Apartment and the walls separating the apartment, including the area of the columns and technical box inside the Apartment;
9. **“Privately Owned Area of the Buyer”** means the Usable Area of the Apartment as specified in Item 7 of this Article and the technical equipment attached to the Apartment which is under private use in the Apartment as provided for in Article 11.1 of this Contract;
10. **“Privately Owned Area of the Seller”** means the areas, equipment as provided for in Article 11.2 of this Contract;
11. **“Commonly Owned Areas in the Apartment Building”** means the areas and the equipment which are under the common ownership, common use in the Apartment Building as provided by Law on Housing and are particularly agreed by the Parties in Item 3 of Article 11 hereof;
12. **“Internal Rules and Regulations of the Apartment Building” or “Resident Apartment Regulation”** means the internal rules and regulations on the management and use of the Apartment Building which is attached to this Contract, including every amendment and

supplements (*if any*) made by the Parties (*pending the establishment of the Management Board*) or approved by the General Meeting of the Apartment Building (*if any*) during the management and use process of the Apartment Building;

13. “**Maintenance Fee of Commonly Owned Areas in the Apartment Building**” means the amount of 2% of the Sale Price which the parties have obligation to contribute with respect to their privately-owned areas for the purpose of maintenance of the commonly owned areas in the Apartment Building in accordance with laws and regulations;
14. “**Management Services of the Apartment Building**” means the services of management and operation of the Apartment Building including the management and operation to ensure the normal operation of the Apartment Building;
15. “**Maintenance of the Apartment Building**” including inspection, observation, quality inspection, minor repairs, regular repairs and major repairs of the construction part of the Apartment Building; inspection and maintenance of the fire prevention and fighting safety system; replacement of common equipment of Apartment Building in accordance with the provisions of law;
16. “**Management Company**” means the entity that manages and operates the Apartment Building after the construction is completed and the Apartment Building is put into use;
17. “**LURC**” means the “Certificate of land use right and ownership over the residential houses and other property attached to land” issued by a competent authority to the Buyer in respect of the Apartment in accordance with the laws on land;
18. “**Management Fee**” means the fee(s) which the Buyer has obligation to pay for the Management Services of the Apartment Building;
19. “**Services**” means facilities and services which are not part of or not related to the Commonly Owned Areas in the Apartment Building;
20. “**Service Fees**” means the fees which the Buyer has obligation to pay for use of the Services;
21. “**Management Board of the Apartment Building**” or “**Management Board**” means the management board of the Apartment Building which is duly established in accordance with the laws of Vietnam;
22. “**Hand-over Minutes**” means the hand-over and acceptance minute of the Apartment (*under the form as set out in Schedule 2 of this Contract*) confirming that the Apartment has been handed-over to the Buyer to its satisfaction, which is particularly provided for in Clause 4, Article 8 of this Contract; and
23. “**Notice of Apartment Hand-over**” shall have the meaning provided for in Clause 5 Article 8 of this Contract.

Article 2. Description of the Apartment

The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the apartment with the following specifications (“**Apartment**”):

1. Description of the Apartment:
 - a) The Apartment No. **M-1606** on **16** floor of the METRO Tower of the Project;
 - b) The Usable Area of the Apartment is 84,7 m² (*in words: One hundred eighteen point two square meters*).

Both parties agree that the Usable Area of the Apartment mentioned in this item is only provisional and may be increased or decreased subject to the actual measurement when the Apartment is handed over to the Buyer. The Buyer is obliged to pay the Sale Price of the Apartment to the Seller based on the actual Carpet Area as determined when the Apartment is handed over to the Buyer as follows:

- (i) If the difference between the actual Carpet Area and the Usable Area of the Apartment as provided for in this Contract is equivalent to or smaller than 2% (2 percent) of the Usable Area of the Apartment as provided for in this Contract, the both Parties are not required to adjust the Sale Price;
 - (ii) If the actual Carpet Area varies by more than 2% (2 percent) of the Usable Area of the Apartment as specified in this Contract, the Sale Price of the Apartment shall be adjusted according to the actual Carpet Area which is measured when the Apartment is handed over to the Buyer in accordance with Item b, Clause 3 Article 3 below.
- c) The Construction Floor Area of the Apartment is **91,2 m²** (*in words: One hundred twenty eight point two square meters*), which is calculated in accordance with Item 8 of Article 1 of this Contract;
 - d) Using purpose of the Apartment: for living;
 - dd) The year in which the construction of the Apartment Building shall be completed: Refer to the Hand-over Deadline as specified in Item 2 of Article 8 below;
 - e) Description of the completed Apartment: Refer to Part A of Schedule 1;
 - f) General layout of the Apartment Building: Refer to Part B of Schedule 1;
 - g) Privately used technical equipment attached to the Apartment: Refer to Part C of Schedule 1.
2. Description of the land on which the Apartment Building is built:
Commonly Used Land Area: 4,723 m².

Article 3. Sale Price, Maintenance Fee, Method and Term of Payment

1. Sale Price of the Apartment:

- a) The Sale Price of the Apartment shall be calculated in accordance with the following formula: Sale Price = VND **38105575** per 01 m² of Usable Area of the Apartment ("**Unit Price**") multiplied by (x) **84,7 m²** of the total Usable Area of the Apartment = VND **3212300000** (*in words: Three billion, two hundred twelve million, three hundred thousand, Vietnam dong*).

For avoidance of doubt, the Sale Price of the Apartment as provided in this Item is Net Sale Price which is inclusive of the value of land use right, but exclusive of value added tax and the Maintenance Fee of Commonly Owned Areas in the Apartment Building.

The Maintenance Fee of Commonly Owned Areas in the Apartment Building shall be: VND **64246000** (*in words: Sixty four million, two hundred forty six thousand, Vietnam dong*) which is equivalent to 2% of the Sale Price (exclusive of VAT), such fee shall be determined before tax (the State shall not impose tax on such fee);

VAT 10% of the Sale Price (such amount shall be decreased in fact as this tax is not imposed on land use fee payable to the State in accordance with the laws and the amount to be decreased shall be refunded to the Buyer at the same time with Buyer's payment of the Final Instalment as provided for in Clause 3, Article 3 of hereof): VND **321230000** (*in words:*

Three hundred twenty one million, two hundred thirty thousand, Vietnam dong). The VAT may be adjusted in accordance with decision or request of the competent authority;

- b) For clarity, the Sale Price of the Apartment in point (a) of this Item is exclusive of:
- Registration fee, fees and costs specified in the laws as related to the application for the LURC for the Buyer. Such fees and costs shall be borne by the Buyer;
 - The costs of connection, installation of equipment and utilization of goods and services for the Apartment including: gas supply, postal and telecommunications services, television, and other services used privately by the Buyer for the Apartment. Such costs shall be paid by the Buyer directly to the service suppliers;
 - Monthly Management Fee: From the date on which the Apartment is handed over to the Buyer in accordance with Article 8 (“**Hand-over Date**”) of this Contract or from the date on which the Buyer is deemed to have taken over the Apartment in accordance with Article 8 of this Contract, the Buyer shall be obliged to pay the Management Fee in accordance with Clause 4 of Article 11 of this Contract;
- c) Both Parties agree that as from Hand-over Date and throughout the ownership and use period of the Apartment, the Buyer shall be obliged to fulfill the financial obligations arising from the residential house and residential land as provided by laws, pay the monthly Management Fee, and charges for other services such as gas, electricity, water supply, telephone, cable television, etc. to the service suppliers.

2. Method of payment:

The payment under this Contract shall be made in Vietnamese Dong.

All payment to be made under this Contract shall be made by the Buyer to the following exclusive and irrevocable account:

- Account number: 6299066-001
- Beneficiary: Westlake View Real Estate Limited Liability Company
- At: Indovina Bank Ltd. – My Dinh Branch
- Swift Code: IABBVNVX.

The date of a payment made by the Buyer is the date on which the payment made by bank transfer is credited in the Seller’s account.

3. Payment schedule:

- a) The payment schedule of the Sale Price of the Apartment and VAT imposed thereon (*exclusive of the Maintenance Fee of Commonly Owned Areas*) shall be as follows:

| Instalment | Schedule of payment | Amount of money (VND) | % of the Net Sale Price |
|------------|---------------------|-----------------------|-------------------------|
|------------|---------------------|-----------------------|-------------------------|

| | | | |
|-------------------|---|--|-----|
| First Instalment | Immediately upon signing this Contract | | 30% |
| Second Instalment | No later than 30 July 2019 | | 20% |
| Third Instalment | No later than 30 August 2019 | | 20% |
| Forth Instalment | On the Hand-over Date | | 25% |
| Fifth Instalment | On the date the Seller hands over the LURC to the Buyer | | 5% |

b) Before the Hand-over Date, Both Parties shall agree to appoint an independent third party who is functional for implementing the measurement of Carpet Area of the Apartment (“**Actual Area**”); the Actual Area of the Apartment shall be final and binding on both Parties. In case, there are differences between the Actual Area of the Apartment and the Usable Area of the Apartment provided in the Contract:

- equivalent to or less than 2% of the Usable Area of the Apartment, the Sale Price shall remain the same; or
- the increased or decreased amount is higher than 2% of the Usable Area of the Apartment, then:
 - (i) The Sale Price shall be increased by more than 2% (in case the Actual Area is higher than the Usable Area under this Contract) by an adjustment amount determined as follows:

$$\text{Adjustment Amount} = \text{Unit Price} \times \text{Actual Area} - \text{Usable Area of the Apartment under the Contract}$$

- (ii) The Sale Price shall be decreased by more than 2% (in case the Actual Area is higher than the Usable Area stated in this Contract) by an adjustment amount determined as follows:

$$\text{Adjustment Amount} = \text{Unit Price} \times \text{Usable Area of the Apartment under the Contract} - \text{Actual Area}$$

The adjustment amount of the Sale Price arising from the difference between the Actual Area and the Usable Area of the Apartment shall be paid within seven (07) days from the signing date of the Hand-over Minutes.

c) The payment schedule of the Maintenance Fee of Commonly Owned Areas in the Apartment Building:

The Buyer shall be obliged to pay the Maintenance Fee of Commonly Owned Areas in the Apartment Building (to be determined based on the Sale Price exclusive of tax and subject to relevant adjustment as provided for in Item (b), Clause 3, Article 3 of this Contract) to the Seller on the date the Apartment shall be handed over to the Buyer.

Within 07 days from the Seller's receipt of the Buyer's Maintenance Fee of Commonly Owned Areas, the Seller shall be obliged to place such amount into a saving account opened at a credit institute operating in Vietnam for the purpose of managing such amount.

Within 07 days from the establishment of the Management Board of the Apartment Building, the Seller shall be obliged to hand over such amount including the interest there on to the Management Board of the Apartment Building for the purpose of its management and use in accordance with laws.

Article 4. Apartment quality

1. The Seller undertakes that the Seller shall ensure the quality of the Apartment Building including the Apartment as provided for in Article 2 here of in accordance with the approved design and use the correct (or equivalents) building materials of the Apartment as agreed by the both Parties in this Contract.
2. Construction schedule: The Seller shall complete the construction of the Apartment Building and the Apartment in accordance with the tentative schedule as provided in Annex 6 hereof.
3. The Seller must construct technical infrastructure works and social infrastructure works of the project serving the living demand at the Apartment Building of the Buyer in accordance with the approved master plan, design, content, schedule of the project and must ensure the quality according to the construction standards and norms as provided by the State.
4. The Seller must complete the construction of the technical and social infrastructure works serving the essential living demand of the Buyer at the Apartment Building according to contents and schedule and design of the Project approved before the date on which the Seller hands over the Apartment to the Buyer, including traffic road system; public lighting system, electricity system; water supply and drainage system; telecommunications system; ensure that they have connected with the common infrastructure of the area; in case of handing over unfinished apartment, construction works, the whole outside of such apartment or construction works must be completed.

Article 5. Rights and obligations of the Seller

1. **Rights of the Seller:**
 - a) To request the Buyer to pay the Sale Price of the Apartment in accordance with Article 3 of this Contract, and charge and request the Buyer to pay an interest thereon if the Buyer delays in making payment in accordance with the payment schedule as agreed in Clause 3, Article 3 of this Contract;
 - b) To request the Buyer to take over the Apartment in accordance with the schedule as specified in this Contract;
 - c) To reserve its ownership over the Apartment and refuse to hand over the Apartment or refuse to hand over the original LURC of the Buyer until the Buyer fulfills all of its payment obligations under this Contract;
 - d) To replace the equipment, construction materials of the Apartment Building with the equipment, construction materials of the same quality in accordance with the laws on construction; The change of finishing equipment and materials inside the Apartment must be approved by the Buyer;
 - đ) To exercise the rights and fulfill the duties of the Management Board of the Apartment Building pending the establishment of the Management Board of the Apartment Building;
 - e) To unilaterally terminate this Contract in accordance with Article 15 of this Contract;

- g) To request the Buyer to pay penalties for the breach of the Contract and/or compensate for damages when the Buyer commits the breaches that obligate the Buyer to make payment of penalties and/or compensation under this Contract or under a decision from a competent authority;
- h) To have other rights of the Seller, including:
 - To suggest a management company which is qualified for being a managing and operating entity of apartment building under the law for the First General Meeting of the Apartment Building to approve;
 - To attend the General Meeting of the Apartment Building and vote for the decision of issues which are under the charge of the Apartment Building Meeting in case where the Seller still keeps apartments, other areas which are considered the Privately Owned Area of the Seller in the apartment building; the representing number of votes of the Seller shall be determined in accordance with prevailing laws and regulations; and the General Meeting of the Apartment Building shall decide on the basis of majority; and
 - Other rights provided for in this Contract and prevailing regulations of Vietnamese law.

2. **Obligations of the Seller:**

- a) To ensure that prior to the signing of this Contract, the Seller has obtained bank guarantee by a commercial bank capable of providing guarantee to secure financial obligations of the Seller against the Buyer in case the Seller cannot hand over the apartment in accordance with the schedule agreed with the Buyer. The Seller shall provide the Buyer with a copy of the bank guarantee contract, which has been signed between the Seller and a qualified commercial bank at the time of signing this Contract.
- b) To provide the Buyer with accurate information about the Project and attach herewith: 01 (one) floor design drawing of the Apartment, 01 (one) floor design drawing of the floor on which the Apartment locates, 01 (one) floor design drawing of Apartment Building which have been approved and other legal documents related to the Apartment;
- c) To provide the information related to the construction schedule and the use of advance payment and to carry out the actual inspection on construction site upon Buyer's request;
- d) To build the Apartment Building and infrastructure works in accordance with the approved master plan, contents of approved project document and the approved schedule to ensure that the Buyer can use and live normally in the Apartment when it is handed over;
- dd) To design the area, the floor plan of Apartment and infrastructure works in accordance with the master plan and the laws on constructions. The area and floor design of the Apartment shall not be changed unless the change is requested by a competent authority or both Parties reach an agreement on the change and such change is approved by a competent authority (if such approval by the competent authority is compulsorily required);
- e) To ensure the construction quality, technical and aesthetic architecture of the Apartment Building in accordance with the prevailing design standards and technical standards;
- h) To preserve the Apartment before it is handed over to the Buyer; to provide warranty on the Apartment and the whole Apartment Building in accordance with Article 9 of this Contract;
- i) To hand over the Apartment and legal documents related to the sale and purchase Apartment to the Buyer in accordance with schedule as agreed in this Contract;

- i) To pay land use fee and other fees related to the sale of the Apartment in accordance with the laws;
- k) Within 50 (fifty) days from the date on which the Apartment is handed over to the Buyer, to carry out the procedures so that the competent authority shall issue the LURC. In this case, the Seller shall notify the Buyer in writing of submission/ provision of relevant documents so as to enable the Seller to carry out procedures applying for the issuance of the LURC to the Buyer, and the Buyer shall be responsible for providing such documents within 15 (fifteen) working days from the date of the Seller's request. In case where the Buyer does not provide sufficient documents so that the Seller could carry out the procedures applying for the issuance of the LURC for the Buyer within the above period of time, the Buyer shall be responsible for carrying out such procedures. In case the Buyer shall be responsible for carrying out such the procedures applying for LURC, the Seller shall assist and fully provide the Buyer the legal dossier of documents in respect of the Apartment. For clarity, the fact that the Buyer shall be responsible for carrying out procedures applying for issuance of LURC shall not result in any affect, delay of the Buyer's performance of its financial obligation against the Seller.

The Buyer acknowledges that the issuance of the LURC to the Buyer is under sole competence of the Hanoi's competent authorities, the time limit for appraising/ reviewing the application dossier and granting the LURC shall be subject to the competent authority. However, the Seller shall use its best effort to speed up the issuance of the LURC under the name of the Buyer as soon as possible.

- l) Before the First General Meeting of Apartment Building shall be held, to establish the Internal Regulations on management and use of apartment building which is attached herewith and to public such Internal Regulation at the reception area of the Apartment Building; to select and enter into the contract with the managing and operating entity of the Apartment Building which satisfies the requirement of capacity in accordance with laws from the date the Apartment Building is put into operation till the establishment of the Management Board;
- m) To hold the first General Meeting of the Apartment Building to establish a Management Board of the Apartment Building in which the Apartment is located; perform the duties of the Management Board of the Apartment Building before a Management Board of the Apartment Building is established;
- n) To assist the Buyer in carrying out the procedures for mortgaging the to-be-formed Apartment to the credit institutions to the extent permitted by the laws and the Seller shall have the right to refuse to provide the Buyer with such assistance if such assistance is in excess of the extent permitted by the laws;
- o) To collect and place the Maintenance Fee of Commonly Owned Areas in the Apartment Building into a saving account opened at a credit institute operating in Vietnam the purpose of managing such amount; to manage the Maintenance Fee of Commonly Owned Areas in the Apartment Building; to hand over the Maintenance Fee of Commonly Owned Areas in the Apartment Building to the Management Board of the Apartment Building after it is established in accordance with laws and this Contract;
- p) To pay the Maintenance Fee of Commonly Owned Areas in the Apartment Building with respect to the Privately-Owned Areas of the Seller in accordance with laws and regulations.

Article 6. Rights and Obligations of the Buyer

1. Rights of the Buyer:

- a) To take over the apartment as described Article 2 of this Contract which has the quality as agreed by the both Parties in this Contract and is fitted-out or furnished with the equipment and materials as specified in the list of construction materials as agreed by the both Parties and attached to this Contract and the dossier of the Apartment in accordance with this Contract.

The dossier of the Apartment as referred in this point (a) of Clause 1 of Article 6 shall include practical measurement drawing;

- b) To use 02 slots for motorbike in the parking area of the Apartment Building in accordance with the regulations and rate of fee provided for in the Internal Rules and Regulations of the Apartment Building. The arrangement for car parking in the Apartment Building must be made on the principle by which the owners in the Apartment Building shall have priority over the others to use car parking area, as per in the approved Project and in compliance with laws and regulations;
- c) To have the full right to own, use and perform transactions of the purchased Apartment in accordance with the laws; to use the infrastructure services directly provided by service providers or provided through the Seller after taking over the Apartment in accordance with regulations on the use of infrastructure services provided by service suppliers.
- d) To receive the LURC after fully paying the Sale Price, taxes, fees and charges related to the sale and purchase Apartment in accordance with the agreement in this Contract and the laws;
- d) To request the Seller to complete the construction of technical infrastructure works and social infrastructure works in accordance with the contents and schedule of the approved project;
To refuse to take over the Apartment if the Seller fails to complete the construction of and inaugurate the infrastructure works serving living demand of the Buyer in accordance with Item 4 of Article 4 of this Contract, or if the Actual Area of the Apartment is 5% smaller or greater than the Usable Area of the Apartment as specified in Point (b), Item 1 of Article 2 of this Contract. The Buyer's refusal to take over the Apartment in this case shall not constitute its breach of conditions of hand-over and take-over of the Apartment;
- e) To request the Seller to hold the first General Meeting of the Apartment Building where the sale and purchase Apartment is located to establish the Management Board of the Apartment Building when the conditions for establishing a Management Board of the Apartment Building as specified in provisions of the Ministry of Construction are satisfied.
- g) To request the Seller to provide necessary assistance with respect to procedures of mortgaging the to-be-formed Apartment to the credit institutions in case the Buyer has demand in accordance with laws and regulations;
- h) The Buyer shall have right to request the Seller to provide the information related to the construction schedule and the use of advance payment and to carry out the actual inspection on construction site.
- j) To request the Seller to carry out the procedures applying for issuance of LURC in accordance with laws and this Contract (except for the case that the Buyer voluntarily carries out such procedures as provided for in Item k, Clause 2, Article 5 hereof);
- k) To request the Seller to contribute the maintenance fee for the apartment building and hand over the maintenance fee collected from the Buyer in accordance with the provisions of item (c), Article 3.3 hereof.

2. Obligations of the Buyer:

- a) To pay the Sale Price of the Apartment, the Maintenance Fee of Commonly Owned Areas in the Apartment Building fully and duly in accordance with Article 3 of this Contract regardless of whether or not the Seller serves on the Buyer a notice of payment of Sale Price;
- b) To take over the Apartment in accordance with this Contract;
- c) From the Hand-over Date, the Buyer is totally responsible for the Apartment (*except that the Seller is responsible for securing the legality of the Apartment and performing its warranty obligation in accordance with this Contract*), and to take responsibility for the purchase and maintenance of necessary insurance covering any damage relating to the Apartment as well as civil liability insurance in accordance with the laws;
- d) From the Hand-over Date, even when the Buyer does not use the Apartment, the Apartment shall be managed and maintained in accordance with the Internal Rules and Regulations of the Apartment Building and the Buyer is obliged to comply with the provisions of the Internal Rules and Regulations of the Apartment Building;
- đ) To pay the taxes and fees which the Buyer has to pay in accordance with the laws and Article 7 of this Contract;
- e) To pay for the services such as electricity, water supply, cable television, satellite television, telecommunications, etc. other taxes and fees that are incurred due to the Buyer's demands.
- g) To pay the Management Fees and other fees according to Clause 4 Article 11 of this Contract, even when the Buyer does not use the Apartment;
- h) To comply with and observe the regulations of law on management and use of apartment buildings promulgated by the Ministry of Construction and the Internal Rules and Regulations of the Apartment Building attached to this Contract;
- i) To provide the Management Company (as the case maybe) with the favorable conditions to maintain the Apartment Building, manage and operate the Apartment Building;
- k) To use the Apartment for residential purpose in accordance with the Law on Housing and this Contract;
- l) To pay contract breach penalties to the Seller and/or to compensate the Seller for the damage when the Buyer commits the breaches that obligate the Buyer to make payment of penalties and/or compensation under this Contract or under a decision from a competent authority;
- m) To fulfill other obligations under the decisions of competent authorities when violating the regulations on management and use of apartment buildings;
- n) Where any of the Services are not provided by, through or on behalf of the Seller, the Buyer shall procure from and sign separate contracts directly with the relevant authorities and relevant service providers for the provision of such services; the Seller hereby agrees to facilitate and provide necessary supports to the Buyer in respect of the Buyer's purchase and signing of the aforementioned service contracts;
- o) The Buyer shall provide all official documents and sign all relevant documents relating to the ownership transfer, notarization and registration of application for issuance of LURC in accordance with laws and upon the request of competent authorities as notified by the Seller;
- p) During the Seller's assistance in applying for the LURC (*by carrying out procedures and providing to the Buyer documents*) as mentioned in Item (k), Clause 2 of Article 5 of this Contract, the Buyer shall be obliged to carry out all procedures and works necessary for issuance of the LURC as requested by laws and competent authorities, such as:

- (i) ensuring its lawful right to purchase and own the Apartment in Vietnam as from the signing date of this Contract and during application process for LURC;
- (ii) providing in full and in time all documents as required by the laws and/ or the competent authority and/ or the Seller (in the condition that the Seller must render such requirement in accordance with laws or guidance of the competent authorities);
- (iii) presenting in time and at location as so requested by the competent authority and/or the Seller as notified by the Seller;
- (iv) timely paying necessary tax and Government fees and charges as required by laws and provided for in this Contract, the competent authority relating to and for the issuance of LURC.

Notwithstanding the regulation of Item (k), Clause 2 of Article 5 of this Contract, if the Buyer fails to perform its obligations under this Item (p), Clause 2 of this Article 6, the Buyer shall take all responsibilities arising out or in connection with the delay or failure by competent authorities in the issuance of the LURC and the Seller shall not be liable for such delay or failure, except for the case of the Seller's fault.

Article 7. Taxes and relevant fees

1. The Buyer is obliged to pay value added tax, registration fee, taxes, fees and charges related to the issuance of the LURC in accordance with the laws when carrying out procedures applying for the LURC for the Buyer and during period of ownership, enjoyment/use, transfer of the Apartment from the date on which the Buyer takes over the Apartment.
2. The Seller shall be responsible for performing any of its financial obligations to the State in accordance with laws and subject to the provision of Clause 3 hereunder.
3. Other agreements of both parties:

The Buyer has obligations to pay registration fee, taxes, fees, charges, costs, Management Fees, Service Fees, mentioned in Clause 1 of this Article 7, Item (b), (c) of Clause 1 of Article 3 of this Contract (collectively, "**Buyer's Payable Fees and Charges**").

In case it is stipulated by Vietnamese laws that the Seller has to directly pay any of the Buyer's Payable Fees and Charges (*or any prospective or retrospective increase therein*) to the Vietnamese Government or other competent authorities, and whether imposed before or after hand-over of the Apartment to the Buyer, the Seller shall pay such Buyer's Payable Fees and Charges or such increase therein to the Vietnamese Government or competent authorities and in such event, the Buyer shall reimburse the Seller within five (05) days from the date of the Buyer's receipt of the written notification of the Seller and valid documents in accordance with the payment method as provided in Item 2 of Article 3 above. The Parties agree that in case Buyer fails to reimburse such Buyer's Payable Fees and Charges in accordance with this point (b), Clause 3 of this Article 7, in addition to other remedies and rights available to the Seller under this Contract and Vietnamese laws, the Seller shall have the right to treat such failure as equivalent to a failure to pay the the Management Fees and the same consequences for such failure shall apply.

Article 8. Hand-over of the Apartment

1. Conditions for hand-over and take-over of the Apartment:

- (a) The Seller shall be deemed to have constructed and completed the Apartment in accordance with this Contract and have satisfied all conditions for handing over the Apartment if:

- (i) the Apartment has been constructed and completed in accordance with the approved design and drawings and other relevant regulations on construction and completion of the Apartment under this Contract;
 - (ii) the construction of the technical and social infrastructure works have been completed in accordance with the approved document of the Project, and they have been connected with the general infrastructure of the area; in case of handing over unfinished apartment, construction works, the whole outside of such apartment or construction works must be completed.
 - (iii) the Actual Area is not 5% smaller or higher than the Usable Area of the Apartment as provided for in Item (b), Clause 1 Article 2 of this Contract except otherwise accepted by the Buyer.
- (b) In relation with the Clause 2 and Clause 3 of Article 8 herein, the Buyer shall be obliged to take over the Apartment without any delay when the Seller shall be deemed to have constructed and completed the Apartment as provided for in Item (a), Clause 1 of this Article 8.
- (c) During the process of checking Apartment for hand-over, should the Buyer find any defects or errors of the Apartment in comparison with the description of the Apartment herein, the Buyer has the right to specify that defects or errors in a request form for repair (“**Request Form for Repair**”). Within 30 (thirty) days from the date of receiving the Request Form for Repair from the Buyer, the Seller shall be responsible for repairing and correcting such defects or errors. In case the Seller fails to do so within the formal period and any extension thereof as agreed by Parties, the Buyer shall have the right to refuse to take over the Apartment. In case the Apartment shall have met all conditions for being handed over and Parties shall have signed the Hand-over Minutes, Parties agree that any defects, errors or damage (if any) in respect of the Apartment after being handed over to the Buyer shall be handled in accordance with the regulations on warranty of the Apartment.

In the event that the Buyer’s request for repairing and remedying such defects or errors are not in compliance with technical specifications of the Apartment as described in Article 2 of this Contract, the Seller has the right to refuse to perform such reparation and remedy.

2. **Hand-over Deadline**

(a) Hand-over Deadline

The Seller shall hand over the Apartment to the Buyer about October 2019 (“**Hand-over Deadline**”), provided that the Buyer has fulfilled its obligations as provided for in Article 3 and Clause 4 of Article 8 below fully and timely. The Hand-over Deadline shall also include any of its extensions as provided for in below Item (b) of this Clause 2, Article 8.

(b) Adjustment of the Hand-over Deadline

Hand-over Deadline may be adjusted by the Seller’s written notice sent to the Buyer specifying the reason for adjustment of the Hand-over Deadline and the period of time of adjustment of the Hand-over Deadline, particularly as follows:

- (i) The Seller may hand over the Apartment to the Buyer before or after the Hand-over Deadline provided for in this Item 90 (ninety) days from the Hand-over Deadline;
- (ii) In the event that the handover is delayed by changes in policies, the laws of Vietnam, requests or acts of the competent authorities which is not attributed to any of the Parties and/or such other Force Majeure Event, the Hand-over Deadline will be

extended by a period equivalent to the period of the Force Majeure Event and a reasonable period of time for the Seller to rectify the consequences of such event or circumstance;

3. Hand-over Notice

- (a) At least 14 days before the Hand-over Date, the Seller must send a written notification (“**Hand-over Notice**”) to the Buyer which shall:
 - (i) request the Buyer to pay the fourth Instalment (as to the case provided for in Point a, Clause 3, Article 3 hereof) of the Sale Price, Maintenance Fee of Commonly Owned Areas in the Apartment Building and any unpaid amount which is payable by the Buyer;
 - (ii) specify the date of Hand-over Date and the time for the handover which shall be on working days of the week from Monday to Friday as determined by the Seller;
 - (iii) specify the location for inspection and hand-over of the Apartment;
- (b) The Buyer shall be obliged to (i) fully pay 95% of the net Sale Price and the entire value added tax and the Maintenance Fee of Commonly Owned Area in the Apartment Building; and (ii) take over the Apartment at the specific time as specified in the Hand-over Notice.

4. Hand-over Procedures

- (a) The Buyer shall make all necessary arrangements for the hand-over of Apartment to take place on the Hand-over Date and at the specific time of hand-over (if any) as specified in the Hand-over Notice.
- (b) The Apartment handed over to the Buyer must comply with the approved design; using the materials in the list of construction equipment and materials agreed by both Parties under this Contract, in accordance with Points e, f and g Clause 1 of Article 2 of this Contract.
- (c) On the Hand-over Date and at the specific time of hand-over as notified in the Hand-over Notice, the Buyer or its legally authorized person must check the actual condition of the Apartment in comparison to the Contract, and sign the Hand-over Minutes under the form provided in Schedule 2 hereof to confirm that the Apartment has been handed over and delivered to the Buyer to the Buyer’s satisfaction (“**Hand-over Minutes**”) provided that the Apartment has meet the conditions for handing over;
- (d) The Seller shall be entitled to refuse to hand over the Apartment to the Buyer if (i) the Buyer fails to sign the Hand-over Minutes provided that the Apartment has met the conditions for handing over and/or (ii) if the Buyer fails to make full payment of 95% of the Sale Price, the entire value added tax and the Maintenance Fee of Commonly Owned Areas in the Apartment Building;
- (d) The Hand-over Minutes shall constitute conclusive evidence that the Apartment has been handed-over and accepted by the Buyer and has been constructed and completed in all respects in accordance with this Contract and to the Buyer’s satisfaction unless the Apartment has any minor defects, damages (if any) and the Buyer still agrees to take over the Apartment. In such case, the abovementioned defects, damages shall be repaired by the Seller in accordance with the regulations on warranty.

5. Failure to take over the Apartment

In the event that the Buyer or the Buyer’s duly authorized person (a) fails to present and take over the Apartment on the Hand-over Date as notified in the Seller’s Hand-over Notice within 15 working days from the Hand-over Date (*the expiry date of such 15 working-day*

period is referred to as “**Hand-over Expiration Date**”), or (b) presents and attends the inspection of the Apartment but refuses to take over the Apartment without reasonable explanation, the following provisions shall apply:

(i) If the Seller has received at least 95% of the Sale Price paid by the Buyer and the entire value added tax, the Buyer shall be deemed to have agreed and officially taken over of the Apartment and the Apartment shall be deemed to have been handed over to the Buyer as it is from the Hand-over Expiration Date or from the date on which the Seller receives 95% of the Sale Price and the entire value added tax in aggregate whichever is later, and the Seller shall be deemed to have fulfilled their obligations to hand over the Apartment in accordance with this Contract. In such case, the Buyer must not give any reason for not taking over the Apartment. The Buyer’s refusal to take over the Apartment is considered a breach of the Contract and, shall be treated, at the Seller’s sole discretion, in accordance with any of the following provisions:

- The Seller shall unilaterally terminate this Contract; or
- The Seller shall carry out the inspection and hand-over of the Apartment on the Hand-over Expiration Date without the presence of the Buyer and thereafter notify the Buyer in writing of such inspection and hand-over taking place. As from the Hand-over Date or the Hand-over Expiration Date (*as the case may be*), the Buyer shall be deemed to have accepted and taken over the Apartment and the Seller shall be deemed to have fulfilled their obligation to hand over the Apartment in accordance with this Contract.

In such case, the Hand-over Minutes shall be signed by the Seller in the absence of the Buyer which shall be final and binding on the Parties. The Hand-over Minutes shall constitute conclusive evidence and prove that the Apartment has been handed-over and accepted by the Buyer. Notwithstanding the Buyer’s absence during the hand-over of the Apartment and irrespective of whether the Buyer has physically taken possession of the Apartment, the Buyer shall have all the obligations as if they have taken over the Apartment and bear all obligations and liabilities with respect to the Apartment, including the relevant financial obligations such as paying the Maintenance Fee of Commonly Owned Area in the Apartment Building or other related fees, fares, costs and expenses;

(ii) In case where the Buyer fails to make payment to the Seller in accordance with Article 3.3 of this Contract, the Maintenance Fee of Commonly Owned Area of the Apartment Building and the entire value added tax imposed on the Sale Price prior to or on the Hand-over Date as notified to the Buyer by the Seller, the Seller shall have the right to refuse to hand over the Apartment to the Buyer and apply the provisions governing the case where the Buyer refuses to take over the Apartment as provided for in item (i) here above.

(iii) The Buyer shall be responsible for paying the Management Fees from the date on which the Buyer is deemed to accept and take over the Apartment.

6. From the date on which the Apartment is handed over to the Buyer, the Buyer shall have right to use the Apartment and take every responsibility related to the Apartment, regardless of whether or not the Buyer has used the Apartment.

Article 9. Warranty

1. The Seller shall be obliged to guarantee the sold Apartment in compliance with Article 85 of the Law on Housing and all amendment and supplement by the Government from time to time;
2. When handing over the Apartment to the Buyer, the Seller must notify the Buyer and provide the Buyer with a copy of checking and acceptance minutes of the Apartment Building for putting it into use in accordance with the laws on construction or the likes as provided by laws (collectively, “**Checking and Acceptance Minutes of the Apartment Building**”) so that both Parties can determine the beginning of warranty period.
3. Warranty scope and items (“**Warranty Items**”) with respect to the Apartment include:
 - (a) The housing warranty shall include repair of frames, columns, beams, floors, walls, ceilings, roofs, terraces, stairways, paneled sections, paving, plastering, fuel supply system, electricity supply system, lighting supply system, water tank and water supply systems, septic tanks and sewage drainage systems, municipal waste; or solutions to cases of housing tilt, subsidence, cracking, collapse.
 - (b) The Seller shall give warranty for other fittings attached to the Apartment (*such as lamps, home appliance, furniture*) and other equipment which are installed or fitted by the Seller in the Apartment and are not included in the Warranty Items as provided for in item (a), clause 3 Article 9 hereof in accordance with provisions of warranty period by the manufacturers.

The Seller must repair the defects or replace the defective items with the items of the same kinds with equal or better quality. The replacement or repairs shall be done by the Seller or a party authorized by the Seller.
4. The Buyer must timely notify the Seller in writing of the defects of the Apartment which are covered by the warranty. Within 30 days from its receipt of the notification sent by the Buyer, the Seller must carry out the warranty with respect to the defects in accordance with the agreement and the laws. On the other hand, the Buyer must make the best efforts or apply reasonable solutions to avoid or minimize the damage or defects of the Warranty Items. Otherwise, the rights and benefits of the Buyer of Warranty shall be decreased correspondingly. If there is any damage to the Buyer due to any delay in warranty by the Sellers, the Seller shall be compensated for the Buyer’s actual damage.
5. The warranty period of Warranty Items of the Apartment as specified in Item (a) of Clause 3 above shall be 60 months counted from when the Seller signs the Checking and Acceptance Minutes of the Apartment Building. The warranty period of other Warranty Items shall be counted from the signing date of the Hand-over Minutes and shall be implemented in accordance with provisions by the relevant manufacturers.
6. The Seller shall not be obliged to carry out the warranty of the Apartment in the following cases:
 - a) Usual wear and depreciation (including any fair wear or tear or depreciation of the Warranty Items);
 - b) The damage, losses or defect caused by negligence or fault of the Buyer or any user or any third party (collectively, “**Buyer’s Representatives**”);
 - c) The damage, losses or defect caused by Force Majeure Events;
 - d) The warranty has expired according to Clause 5 of this Article;

- d) The cases that are not covered by the warranty scope as provided for in Clause 3 of this Article, including the equipment and parts attached to the Apartment that are installed or repaired by the Buyer without the Seller's consent;
- e) Any damages, losses or defect of any Warranty Items caused by the misuse of the guidelines of any Warranty Items or the arbitrary carrying out of any fit out or arbitrary construction works or alteration works related to the Apartment by the Buyer and/or Buyer's Representatives;
- g) Any damages, losses or defect of any Warranty Items caused by the Buyer's and/or Buyer's Representatives' failure to properly operate the Warranty Items or the Apartment;
- 7. After the warranty period as provided for in Item 5 of this Article expires, the Buyer is responsible for repairing the defects of the Apartment. The maintenance of Commonly Owned Areas in the Apartment Building shall be carried out in accordance with Law on Housing.

Article 10. Transfer of Rights and Obligations

- 1. The Buyer shall have the right to carry out transactions such as transfer, mortgage and lease for residential purpose, donating and other transactions in respect of the Apartment in accordance with Vietnamese laws and regulations.
- 2. Before the registration dossier applying for issuance of LURC is submitted:
 - (a) The Buyer shall have the right to transfer its rights and obligations under this Contract to another party provided that the following conditions are satisfied:
 - (i) The Buyer has fully made all payments of the Sale Price and any other payment hereunder which becomes due;
 - (ii) The transferee has satisfied all conditions to buy and own houses (including the Apartment) in Vietnam in accordance with laws and regulations;
 - (iii) The Buyer and the transferee of the Buyer have signed the documents necessary for the transfer in accordance with laws and regulations; and
 - (iv) The transfer is in compliance with laws and regulations.
 - (b) The Buyer may carry out other transactions related to houses (mortgaging, donating the rights and obligations under the Contract) provided that such transaction shall be carried out in accordance with laws and regulations.
- 3. In both cases provided for in Clause 1 and Clause 2 above, the transferee of the Apartment shall be entitled to the rights and benefits and shall bear the obligations of the Buyer as provided for in this Contract and in the Internal Rules and Regulations of the Apartment Building.
- 4. The Seller may transfer or subcontract any or all of the rights and/or obligations of the Buyer under this Contract at any time if agreed by the Buyer.

Article 11. Privately Owned Areas, Commonly Owned Areas and the use of the Apartment in the Apartment Building

- 1. The Buyer has a private ownership of the Actual Area of the Apartment under this Contract and the technical equipment which designated for private use of the Buyer attached to the Apartment, including those as specified in Part C of Schedule 1 of this Contract.

2. The Privately-Owned Areas of the Seller and equipment under the private ownership of the Seller include areas and equipment as specified in Schedule 4 hereof.
3. The Commonly Owned Areas in the Apartment Building shall be specified in Schedule 3 hereof. The Buyer shall use the Commonly Owned Areas in the Apartment Building in compliance with the Internal Rules and Regulations of the Apartment Building.
4. The Parties hereby agree that the Management Fees shall be as follows:
 - a) The Management Fees shall be applied from the date on which the Apartment is handed over to the Buyer in accordance with Article 8 of this Contract to the date on which the management board of the Apartment Building is established and signs a management contract with the Management Company and shall be: 16,000 dong/m²/month (inclusive of VAT). The Buyer must monthly pay the Management Fees in advance within the first ten (10) days of each month from the Hand-over Date.

The Management Fees shall be determined and reviewed for adjustment from time to time upon agreement between Parties but shall not exceed the fee level limit set by the Hanoi People's Committee.

- b) After the Management Board of the Apartment Building is established, the list of detailed items of Management Services, sum and payment of the Management Fees shall be decided by the General Meeting of Apartment Building and shall be discussed and agreed by the Management Board of the Apartment Building and the Management Company.

Article 12. Liabilities of the Parties and settlement of contractual breach

1. Buyer's late payment

- 1.1. Any late payment by the Buyer in respect of the Sale Price or any other due sums payable by the Seller by the Buyer under this Contract (*such as taxes and Government fees and charges, Management Fees*) shall be resolved or dealt with as follows:
 - (a) If the Buyer fails to pay any Instalment among the Instalments of the Sale Price or any other sum due and payable to the Seller under this Contract within ten (10) days from the due date of such payment, in addition to the payment of such outstanding Instalment or sum, the Buyer shall be liable to pay the Seller interest ("**Late Payment Interest**") on the outstanding amount at a rate equivalent with the interest rate on short-term loans announced by Vietnam Joint Stock Commercial Bank For Industry And Trade on the first day of the month in which the interest rate is applied plus 2%/year, calculated from the due date to the date of full settlement of such outstanding amount (*or to the date of termination of this Contract by the Seller – if the Seller exercises its right to unilaterally terminate this Contract in accordance with Item (b), Clause 1, Article 12 below*), accruing daily, and based on a 365-day-per-year basis, unless a maximum rate is stipulated by Vietnamese laws and regulations and in such case, such maximum rate shall be the rate to apply.
 - (b) Notwithstanding and without prejudice to the above Item (a), Clause 1.1 of this Article 12 and other remedies available to the Seller under this Contract or Vietnamese laws, if the Buyer fails to pay any Instalment among the Instalments of the Sale Price or any other sum due and payable to the Seller under this Contract within 60 days from the due date of such payment, the Seller shall be entitled at any time thereafter, to issue the Buyer with a formal notice that the Seller will terminate the Contract if the principal sum together with the Late Payment Interest is not paid in full within the specified time as provided in notification, not being less than 15 days from the notification date. If the principal sum together with such interest is not paid in full within this final deadline, the Seller shall be entitled to **(i)** terminate

this Contract by written notice to the Buyer without being liable to compensate the Buyer for any losses, damages, costs and expenses that may arise and be incurred by the Buyer arising from such termination and/ or (ii), if the Apartment has been handed over to the Buyer, treat Buyer's failure as equivalent to a failure to pay the Management Fees and the same consequences for such failure shall apply.

- (c) Order of priority in respect of the payment of Sale Price, payment of payables of the Buyer shall be as follows: (i) unpaid amount of Sale Price and/or any amount which has become due but has not been paid; (ii) Late Payment Interest imposed on the amount of Sale Price and/or any other payment which has become due but has not been paid.

1.2. In the event of termination or cancellation of this Contract under Clause 1.1 of this Article 12 and/or Clause 5 of Article 8 above, the Seller shall be entitled to apply any of the following provisions:

- (a) The Seller shall have the right to request the Buyer to pay and the Buyer shall be responsible for paying the Seller a breach of contract penalty equivalent to 8% of the Sale Price (*exclusive of value added tax and Maintenance Fee of Commonly Owned Areas in the Apartment Building*) and the Buyer shall compensate the Seller for all actual damages caused to the Seller (including the difference between the New Sale Price and the Sale Price if the New Sale Price is less than the Sale Price if it is in compliance with laws and regulations prevailing at the time of determining such actual damages);
- (b) If the Apartment has been handed over to the Buyer, the Seller shall have the right to request the Buyer to return the Apartment to the Seller within 10 days from the Seller's request for the Seller's re-sale as mentioned in below Point (c);

Within such 10 day period, the Buyer shall be obliged to (i) return the Apartment to the Seller in the state and condition as provided in Article 2 and Schedule 1 hereof, and (ii) deliver and disclose to the Seller all keys and other means of entry to the Apartment, failing which the Seller shall at its discretion have the right to use all means which are in accordance with laws and regulations that the Seller deems necessary to force an entry into the Apartment and take back, take possession, control and protect the Apartment.

- (c) The Seller shall have the right to freely offer the Apartment for sale to, and enter into sale and purchase contract of the Apartment with any third party; and to the extent required by the laws of Vietnam, shall be irrevocably deemed to have been appointed the Buyer's attorney for this purpose;
- (d) The Seller shall have the right to receive and retain the sale price of the Apartment paid by the third-party buyer to it under a new contract to be signed between the Seller and such third-party buyer (the "**New Sale Price**") and shall only refund the Buyer the Refund Amount as defined in Point (e) below;
- (đ) Within 15 days from the Seller enters into the Sales & Purchase Agreement with the third party buyer or within 60 days from the date of termination of this Sales & Purchase Agreement, whichever is earlier, the Seller shall refund the Buyer an amount (the "**Refund Amount**") being the difference between the total of all amounts paid by the Buyer to the Seller under this Contract up to the date of termination of this Contract (*in order to pay the Sale Price*) and the total of (i) the breach of contract penalty and the actual damage caused to the Seller as mentioned in above Item (a), Clause 1.2 of this Article 12; (ii) Late Payment Interest (*which shall be calculated until the termination date of this Contract*) and (iii) tax and Governmental fees which the Seller has to bear in accordance with this Contract or the

Seller has paid the State on behalf of the Buyer and has not been returned (*e.g. valued added tax*);

The Seller shall pay to the Buyer the Refund Amount without interest or any other compensation;

- (e) Notwithstanding provisions set forth in point (d) and (đ) above of Clause 1.2 of this Article 12, if the total of all amounts paid by the Buyer to the Seller under this Contract up to the date of its termination (*in order to pay the Sale Price*) is less than the total of all amounts under items (i), (ii) and (iii) of point (đ) above, the Buyer shall be liable to pay an amount equivalent to the shortfall to the Seller within 15 (fifteen) days from the signing date of the Sales & Purchase Agreement between the Seller and the third party buyer or within 60 days from the termination date of this Contract, whichever is earlier, and no Refund Amount shall be applicable and be paid to the Buyer;

2. Delay in handover of the Apartment by the Seller

In case the Buyer has paid the Sale Price as agreed in the Contract or has performed the obligation of payment which has not been completed and the Seller has not handed over the Apartment to the Buyer within the handover term as provided for in Article 8 hereof, the Seller shall pay the Buyer a penalty for the breach of the Contract equal to interest (“**Late Hand-over Penalty**”), on the total amount of the Sale Price which has been paid by the Buyer to the Seller calculated from the due date of Hand-over Deadline (and any adjustment/extension period permitted under the Contract) to the actual handover date, with the interest rate on short-term loans announced by Vietnam Joint Stock Commercial Bank For Industry And Trade on the first day of the month in which the interest rate is applied plus 2% per year, unless otherwise the law of Vietnam specifies a maximum interest rate, then in that case the penalty interest rate shall be such maximum interest rate, accruing daily, on a 365-day-per-year basis.

If the Seller fails to hand over the Apartment to the Buyer by 180 (one hundred and eighty) days from the handover date as agreed in Article 8 of this Contract, the Buyer is entitled to continue performance of this Contract with an additional agreement on an extension of the handover date or unilaterally terminate the Contract according to Article 15 of this Contract.

In case the Buyer exercises its right to unilaterally terminate the Contract, the Seller must refund all Instalments of the Sale Price which the Buyer has paid the Seller towards the Sale Price, pay the Buyer a contractual breach penalty which is equivalent to 8% of the Sale Price (*excluding of value added tax and Maintenance Fee of Commonly Owned Areas in the Apartment Building*) which the Buyer has paid and the compensation amount for the entire actual damage caused to the Buyer within 45 (forty five) Working Days from the date at which the Seller receives a notice of termination of the Contract sent by the Buyer.

3. Survival the termination

This Contract even if terminated shall not prejudice any right of the non-breaching Party or any obligation of the breaching Party arising or accruing from a breach or violation of this Contract by a Party prior to such termination and shall not destroy or diminish the binding force and effect of any of the provisions of this Contract which are expressly provided to continue in force after such termination.

The following articles and provisions shall continue their validity after the termination of this Contract:

- (i) this Article 12;

- (ii) any provision and article hereof regarding obligations and/or liabilities to be implemented by any Party after or as the result of the termination of this Contract; and
- (iii) any other provision and article expressly agreed by the Parties to whistand termination of this Contract.

Article 13. Representation and warranty of the Parties

1. The Seller hereby undertakes, represents and warrants that:
 - a) The Apartment described in Article 2 of this Contract is under the ownership of the Seller, has not been sold to any other party, and is not banned from transaction as prescribed by laws;
 - b) The Apartment described Article 2 of this Contract is built in accordance with the approved planning, design and drawing which have been provided to the Buyer and shall have quality and construction materials as agreed in this Contract.
2. The Buyer hereby undertakes, represents and warrants that:
 - a) The Buyer has thoroughly studied the information about the sale and purchase of the Apartment;
 - b) The Buyer has been provided with photocopies of necessary documents and information related to the Apartment; the Buyer has carefully read and understood this Contract as well as its schedules. The Buyer has examined all issues deemed necessary by the Buyer to check and verify the accuracy of such documents and information;
3. The execution of this Contract between both Parties is completely voluntary, not coerced or deceitful.
4. If any Article, Item, or Point in this Contract is held invalid, void or unenforceable by a competent authority in accordance with the prevailing law, other Articles, Items, and Points of this Contract shall still remain in full force, effect and applicable to both Parties. Both Parties shall reach an agreement on amendments to such Articles, Items, or Points so declared invalid, void or unenforceable in accordance with the law to match with the mutual intention of both Parties.
5. The Buyer warrants and represents to the Seller that it has the lawful right and ability to purchase and own the Apartment in Vietnam in accordance with the law of Vietnam.
6. Both Parties are committed to adhere to the agreements under this Contract.

Article 14. Force Majeure Event

1. Both Parties agree that the events which happen objectively and each or all of the Parties is/are unable to foresee and remedy/overcome to perform its/their obligations under this Contract despite it/they has/have applied any necessary measure and permitted ability shall be considered force majeure events (“**Force Majeure Event**”).
2. For the avoidance of doubt, it is acknowledged and agreed that economic hardship, recession or depression or the financial inability of any Party shall not constitute a Force Majeure Event, the occurrence of which shall not excuse or relieve the affected Party from its obligations and liabilities herein.
3. Any Party citing a Force Majeure Event as a defense against its breach, must notify the other Party of such event in writing within 15 (fifteen) days from the occurrence of the force majeure event. Any failure or delay in the performance by either of the Parties of its

obligations under this Contract shall not constitute a breach of this Contract if it is caused by any Force Majeure Event.

4. The performance of duties of both Parties shall be suspended during the occurrence of the Force Majeure Event. Both Parties shall continue performing their duties after the Force Majeure Events ends, except for the case in Article 14.5 of this Contract.
5. Notwithstanding Article 14.4 here above, where a written notice has been issued under Article 14.3 and the notified Force Majeure Event continues for more than two (02) months, the Parties may discuss and agree in good faith how best to proceed with the further performance of this Contract. However, if the notified Force Majeure Event continues for more than six (06) months, either of the Parties shall be entitled to terminate this Contract by a written notice sent to the other Party.

Article 15. Termination of the Contract

1. This Contract shall be terminated in one of the following cases:
 - a) Both Parties agree in writing to terminate the Contract. In this case, both Parties shall make a written agreement which sets forth specific terms and conditions and time to terminate the Contract;
 - b) Other cases as provided for by the laws and in this Contract.
2. The consequences arising out from or in connection with the termination of the Contract under the cases as provided for in Article 15.1 are provided for in this Contract.

Article 16. Notification

1. Any notice, request, communication or claim required or permitted hereunder by the Seller and Buyer must be made in writing and sent by registered mail or by hand to the address indicated at the beginning of this Contract ("**Notice**").

If the Buyer consists of more than 01 individual, the following person authorized by such individuals shall receive the Notice:

Mr./Ms.

2. Any Notice so served by hand or registered mail shall be deemed to have been duly received by the recipient:
 - (a) in case of delivery by hand, when delivered; and
 - (b) in case of registered mail, at 10am on the third Working Day following the date of posting if posting is within Hanoi and on the fifth Working Day following the date of posting if posting is carried out outside of Hanoi;

Provided that in each case where delivery by hand occurs after 6pm on a Working Day or on a day which is not a Working Day, the notice shall be deemed to have been duly received by the recipient at 9am on the next following Working Day.

3. Any change in a Party's address shall be promptly notified to the other Party in writing, provided that such Notice shall only be effective on:
 - (a) the date specified in the Notice as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than ten (10) Working Days after the date on which Notice is sent, the date following ten (10) Working Days after Notice of any change has been sent.

4. For the purposes of this Contract, “**Working Day**” means a day on which banks in Vietnam are generally open for business. For the avoidance of doubt, a Working Day shall not include Saturday, Sunday and any public holiday.

Article 17. Miscellaneous

1. Application for the LURC

- (a) The Buyer hereby agrees and commits that the Seller may carry out the procedures applying for the LURC and receive the LURC from the competent authority on behalf of the Buyer, unless the Buyer voluntarily or is deemed to voluntarily carry out the procedures applying for issuance of LURC. Accordingly, the Seller shall have the right to obtain and receive the LURC from the competent authority;
- (b) After the LURC is issued and delivered to the Seller, the Seller shall give a written notice to the Buyer of such issuance. The Seller shall hand over and deliver to the Buyer the original of the LURC only after receiving the Final Instalment and any other outstanding amount payable by the Buyer to the Seller;
- (c) The Buyer shall be obliged to pay the Seller the Final Instalment of the Sale Price in accordance with Article 3.3 and any other outstanding amount payable by the Buyer to the Seller within 15 Business Days from the date on which the Buyer receives the Seller’s notice of handing over the Certificate. If the Buyer fails to do so, the Seller has the right to withhold the LURC to recollect the overdue amount.

2. Transfer of Ownership

The ownership over the Apartment shall be transferred to the Buyer after the Buyer has paid the Sale Price and Maintenance Fee of Commonly Owned Areas in the Apartment Building in Article 3 in full.

3. Others:

- (a) Each Party shall use its reasonable efforts to assist and cooperate with the other Party during the performance of this Contract without any prejudice to such Party’s respective rights and obligations herein.
- (b) The information specified in marketing materials (such as, leaflets, brochures, show unit and mock-up of apartment) is for the illustration purpose only.
- (c) This Contract shall be governed and enforced in accordance with the Law of the Socialist Republic of Vietnam.
- (d) All obligations and liabilities related to the Buyer as stipulated in this Contract shall be the obligations and liabilities of all individuals/organizations constituting the Buyer (i.e. individuals/organizations who are referred in the beginning part of this Contract and the undersigned below as the Buyer), jointly and severally. Therefore, the Seller shall be entitled to seek and carry out remedies against any individual/ organization constituting the Buyer, separately or jointly, in any order or manner which the Seller considers appropriate, for the entire or any partial remedy, at their complete discretion in accordance with the law and in the extend permitted by laws.

Any right, obligation and covenant of the Buyer in this Contract shall be the right, obligation and covenant of all individuals/ organizations named as the Buyer in this Contract (i.e. individuals/organizations who are referred in the beginning part of this Contract and the undersigned below as the Buyer). The Buyer shall be deemed to have committed a breach of its obligation, covenant, representation and warranty or a breach of any provision in this

Contract if all or any of individuals/ organizations named as the Buyer in this Contract commits a breach of any of Buyer's obligation, covenant, representation and warranty or breach of such provision.

Article 18. Dispute Settlement

All disputes involved in and/or arising from this Contract shall be firstly settled through amicable discussion and negotiation between the Parties. If the Parties are unable to reach an amicable settlement in respect of any such dispute within two (2) months from the date the dispute first arose, either of the Parties may refer the dispute to the competent Court of Vietnam for settlement in accordance with the laws of Vietnam.

Article 19. Effectiveness

1. This Contract is effective from the signing date hereof.
2. This Contract is made into four (04) original copies in Vietnamese and two (02) original copies in English. In case of any discrepancy between Vietnamese and English versions, Vietnamese version shall prevail. The Buyer holds one (01) copy in each language; the Seller holds three (03) Vietnamese copies and one (01) English copy for the purposes of storing, carrying out procedures for payment of taxes and fees and procedures for issuance of LURC to the Buyer.

The schedules attached hereto together with amendments and supplements on the basis of both Parties' agreement (if any) constitute inseparable parts hereof and come into force for the Parties and have equal validity to other parts of this Contract.

3. Any amendment to this Contract shall be made in writing with both Parties' signatures./.

This Contract is signed by the Parties

The Buyer:

For and on behalf of the Seller:

WESTLAKE VIEW REAL ESTATE LIMITED LIABILITY COMPANY

Pham Dinh Hoa
General Director

SCHEDULE 1: DESCRIPTION OF THE APARTMENT

Apartment No. : M-1606

Apartment Class : 2A

Floor : 16

Tower : Metro

Attachment:

A. Completed Apartment Description.

A. General Apartment Building plan.



B. Technical equipment which is designated for private use of the Buyer attached to the Apartment.

| AREAS | ITEMS | DESCRIPTION |
|---|-----------------------|---|
| LIVING ROOM/DINNING ROOM/KITCHEN | Floor | Porcelain tile (600mm X 600mm) and baseboard (100mm X 600mm). |
| | Wall | Complete coat of paint (2 layers of putty powder, 1 layer of primer, 2 layers of completion). Brand names: Jotun, Dulux, Nippon or product of equivalent quality. |
| | Ceiling | Plaster (thickness of 9mm), concealed frames, primer. |
| | Main door | Wood veneer, fireproof and lock. |
| | Glass door and window | Aluminum glass system, powder coating, transparent and tempered |
| | Base kitchen cabinet | Melamine finish base kitchen cabinet. Solid artificial stone countertop. |
| | Lighting | Downlight ceiling light system |
| | Electrical equipment | Switches and sockets, outputs for TV, telephone and internet |
| | Hot water system | To be provided. Brand name: Ariston or product of equivalent quality |
| KITCHEN APPLIANCES | Kitchen Sink | Provided, double bowl, stainless steel. Brand name: Hafele. |
| | Faucet | Provided, single lever mixer tap, chrome surface. Hafele |
| | Range hood | Provided, Stainless steel. Hafele |
| | Induction hob | Provided, 3 induction cooking zones. Hafele. |
| BEDROOM | Floor | Laminate. Brand name: Newsky or product of equivalent quality |
| | Wall | Complete coat of paint (2 layers of putty powder, 1 layer of primer, 2 layers of |

| AREAS | ITEMS | DESCRIPTION |
|-----------|-----------------------|---|
| | | completion). Brand names: Jotun, Dulux, Nippon or product of equivalent quality. |
| | Ceiling | Plaster (thickness of 9mm), concealed frames, primer. |
| | Door | Melamine finishing and lock |
| | Glass door and window | Aluminum glass system, powder coating, transparent and tempered |
| | Electrical equipment | Switches and sockets, outputs for TV, telephone and internet |
| | Electrical equipment | Downlight ceiling light system |
| BATH ROOM | Floor | Porcelain anti-slip tile (300mm X 600mm) |
| | Wall | Porcelain tile (300mm X 600mm): to the ceiling level |
| | Ceiling | Plaster (thickness of 9mm), moisture-proof, concealed frames, primer. |
| | Door | Melamine finishing wood and lock |
| | Sanitary equipment | Faucets, toilets, hand showers, toilet papers, towel rails, hangers: Toto brand or similar. Opaly artificial stone sink Tempered glass for shower enclosure and door, imported accessories. Bathtubs and faucets therein (only for Penthouse 1 and Penthouse 2) |
| | Hot water system | Provided. Brand name: Ariston or product of equivalent quality |
| | Electrical equipment | Switches and sockets: to be provided |
| | Lighting | Downlight ceiling light system |
| | Mirror | Edge grinding mirror (thickness of 5mm) |

| AREAS | ITEMS | DESCRIPTION |
|-----------------------|---|---|
| | Exhaust fan system | To be provided |
| LAUNDRY ROOM | Floor | Porcelain tile (300mm X 300mm) and baseboard (100mm X 600mm). Drainage system: to be provided |
| | Wall | Complete coat of paint. Brand names: Jotun, Dulux, Nippon or product of equivalent quality. |
| | Ceiling | Plaster, coat of paint |
| | Door | Melamine finishing and lock |
| | Electrical equipment/water supply equipment | Switches and sockets: To be provided. Water supply and drainage are available for washing machines |
| | Lighting | Downlight ceiling light system |
| BALCONY /LOGIA | Floor | Porcelain tile (300mm X 300mm), baseboard and non-slip. Drainage: to be provided |
| | Wall | Complete coat of paint (2 layers of putty powder, 1 layer of primer, 2 layers of completion). Brand names: Jotun, Dulux, Nippon or similar. |
| | Ceiling | Complete coat of paint (2 layers of putty powder, 1 layer of primer, 2 layers of completion). |
| | Glass door and window | Aluminum glass system, powder coating, transparent and tempered |
| | Handrail | Solid steel, painted |
| | Lighting | Downlight ceiling light system |
| OTHERS | Electrical cabinet | Power supply cabinets and signal cabinets are provided at the entrance to the apartment |

| AREAS | ITEMS | DESCRIPTION |
|--------------|-------------------------------------|--|
| | Door control and doorbell system | Door phone plate (audio type) |
| | Cold system | Insulated copper tubes, power supply cables, air conditioner drain pipes are available for living/dining room and bedroom. |
| | Elevator system | International standards. Brand names: ThyssenKrupp, Kone or product of equivalent quality |
| | Fire prevention and fighting system | Fire sprinklers are available for apartments, halls and public areas |
| | Waterproof | Available for all areas |
| | TV service | To be provided by the third party |
| | Internet service | |
| | Telecommunications service | |

Note: In case of any replacement of technical equipment (including the equivalents), such replacement shall be made on basis of agreement between the Seller and the Buyer

SCHEDULE 2: HANDOVER MINUTES

THIS MINUTES is made on [...]

BY:

WESTLAKE VIEW REAL ESTATE CO., LTD

Contact address: 2nd Floor, Kosmo Tay Ho Display Suite, No. 101 Xuan La Street, Tay Ho District, Hanoi

Tel: (84) 024 3555 3399

(Hereinafter referred to as the “**Seller**”)

Regarding handover of the following apartment:

Location :

Building :

Floor :

Apartment No. :

(Hereinafter referred to as the “**Apartment**”)

and:

In case the customer is an individual:

Mr./Ms. :

ID card No. :

Dated : issued by

In case the customer is an organization:

ERC No. :

Represented by :

Position :

(Hereinafter referred to as the “**Buyer**”)

All terms in this Handover Minutes, shall have the same meaning as set forth in the Sales & Purchase Agreement dated [...] on sale of the Apartment by and between the Buyer and the Seller (“**Sales & Purchase Agreement**”)

1. The Company hereby agrees to make this minutes with the following contents:
 - (a) The actual Carpet Area of the Apartment is [...] m²; the actual Construction Floor Area of the Apartment is [...] m².

The Apartment is completely transferred and handed over to the Buyer and the Buyer constitutes accepting and taking over the Apartment from the Seller at the date of the actual handover as provided for in item (c) hereunder.
 - (b) The Buyer is deemed to have inspected the Apartment and accepted that the Apartment has been constructed and completed in all respects in accordance with the Sales & Purchase Agreement and met the Buyer’s requirements.

- (c) The date of actual handover is [...]. The Warranty Period is as set forth in Article 9 of the Sales & Purchase Agreement.
- (e) Any Equipment Work and Change shall be performed in accordance with the Sales & Purchase Agreement, Internal Rules and Regulations of Apartment Building attached to the Sales & Purchase Agreement and the law of Vietnam.
- (f) The Buyer shall be liable for all obligations, responsibilities, fees and costs relating to the Apartment from the date of Actual Handover despite whether the Buyer actually possesses/uses the Apartment or not (except for the case of ensuring the legality of the Apartment and the warranty of the Apartment of the Seller).

This minutes shall be amended and executed in accordance with the law of Vietnam.

This minutes is made into 03 (three) original copies with equal validity. The Seller holds 02 (two) copies and the Buyer holds 01 (one) copy.

**FOR AND ON BEHALF OF
THE SELLER**

THE BUYER

(Signature)

(Name in capitalized letters)

(Signature)

(Name in capitalized letters)

SCHEDULE 3: THE COMMONLY OWNED AREAS IN THE APARTMENT BUILDING

The Commonly Owned Areas in the Apartment Building includes:

- (a) Areas not owned by the Seller, the Buyer and other owners; houses for community activities;
- (a) Spaces and systems of bearing structures, technical equipment commonly used in the Apartment Building includes frames, columns, load-bearing walls, walls of houses, walls to divide apartments, floors, roofs, corridors, stairs, elevators, exit routes, litter cages, technical boxes, power, water and gas supply systems, communication systems, radios, televisions, drainages, seals, lightning rods, firefighting engines and other parts not under the ownership of apartment owners;
- (c) External technical infrastructures connected to the Apartment Building, except for technical infrastructures used for public purposes or to be handed over to the State or to the Developer for management according to the approved Project;
- (d) Public works in the Apartment Building area not for business purpose or handed over to the State according to the approved Project, including common yards, flower gardens, parks and other items defined in the contents of the Project.
- (e) Parking areas for bicycles, vehicles for disables, two-wheelers, three-wheel motor vehicles for owners, users in the apartment building.

SCHEDULE 4: PRIVATELY OWNED AREA OF THE SELLER

The Privately-Owned Area of the Buyer, subject to the approved design, includes:

- Parking areas for cars in the basement (apart from the areas which are listed in the Common Area in the basement of the Apartment Building for bicycles, vehicles for disables, two-wheeled, three-wheeled motor vehicles) as provided in the floor design drawing of the basement attached herewith;
- Commercial areas (Retail stores), offices, service areas together with all equipment and facilities specifically designed for this area such as: stairs, elevators for such areas, parking spaces for commercial areas, offices, service;
- Cinemas and serviced kindergartens with all equipment and facilities specifically designed for these areas such as stairs, elevators for such areas and parking spaces for commercial cinemas and serviced kindergartens;
- Gym, swimming pool, yoga area, children play room and cabinet areas with or without locks equipped at the aforesaid areas;
- Restaurants, Cafés, cabinet areas with or without locks equipped at the restaurants, cafes;
- The Developer's office;
- Apartment areas not sold;

SCHEDULE 5: INTERNAL RULES AND REGULATIONS OF APARTMENT BUILDING

Article 1. Scope and subjects of application

This Internal Rules and Regulations of Apartment Building (“**Regulation**”) stipulates the contents of the management and use of the Apartment Building applicable to owners, users of the Apartment Building, the Developer or other individuals and organizations involved in the management and use of this Apartment Building.

Article 2. Developer’s Rights and Responsibilities

1. The Developer shall manage and operate the Apartment Building or select and sign a contract with a functional and professional enterprise to manage the operation of the Apartment Building (including the enterprise of the Developer) from the time at which the Apartment Building is put into use until the Management Board is established. The Developer shall propose a Management Company for approval of the first General Meeting;
2. For Maintenance Fee of Commonly Owned Areas prescribed in Article 108.1 of Law on Housing 2014, within 07 days from the date of collecting the fees of the buyers, lease-purchasers of the Apartment or other area in the Apartment Building, the Developer is responsible to place such fee into a saving account opened at a credit institution operating in Vietnam to manage such fee and notify the housing authority of the province where the Apartment Building is located.

Within 07 (seven) days, from the date of establishment of the Management Board, the Developer shall transfer such fees including interest on the said amount to the Management Board so that the Management Board can manage and use the Maintenance Fee of Commonly Owned Areas in accordance with Law on Housing 2014 and notify the housing authority of the province of such transfer; in case the Developer fails to transfer the fees, the Apartment Management Board may request the People's Committee of the province where the Apartment Building is located to force the Developer to carry out the transfer according to the provisions of the Government;

3. The Developer is obliged to hand over the infrastructure system outside the Apartment Building to the local specialized management agency according to the law of Vietnam (in case the Apartment Building is for multiple use, the Developer shall have to hand over the above-mentioned infrastructure works upon the sale of all private area to other owners);
4. The Developer shall instruct the users of the Apartment Building to use the technical infrastructure and equipment in the Apartment Building;
5. The Developer shall hand over the Management Board 01 as built drawing with documents relating to the management and use of the Apartment Building for the Commonly Owned Areas in the Apartment Building;
6. The Developer shall organize the General Meeting and appoint its staffs to join the Management Board of Apartment Building and vote, elect at the General Meeting of the Apartment Building in accordance with the regulations on use and management of condominiums promulgated by the Ministry of Construction if the Developer owns any apartment, other areas in the Apartment Building;

7. The Developer shall manage, use the works serving the common use of the owners and users in the Apartment Building which are assigned by the State or constructed for the purpose of business as stated in the approved project;
8. The Developer shall maintain the Privately-Owned Area of the Seller; be responsible for compensating in case the performance or non-performance of the maintenance results in any damage to other owners;
9. The Developer may request competent authorities to handle with the acts of infringing upon the Developer's own lawful property or acts of obstructing lawful business according to the contents of the approved projects;
10. The Developer shall coordinate with the Management Board of the Apartment Building to resolve difficulties and problems in managing and using the Apartment Building;
11. The Developer shall purchase compulsory fire and explosion insurance in accordance with laws and regulations on insurance business;
12. The Developer shall pay the compensation to the damaged as agreed or prescribed by law; abide by the decision of competent authorities on the settlement, handling and sanctioning of violations;
13. Other rights and responsibilities prescribed by laws.

Article 3. Management Company

1. The Management Company of the Apartment Building is a unit qualified in accordance with laws and regulation that has been contracted by the Management Board (the Developer when the Management Board has not been established yet) to jointly provide the Management Services with safety, standards and regulations to be complied with;
2. The Management Company may enter into subcontracts with other enterprises providing services to the Apartment Building (if any); supervise the above-mentioned enterprises' provision of the Management Services to ensure that they are in compliance with the signed contracts;
3. The Management Company's responsibilities:
 - a) The Management Company shall perform the operation and management of the Apartment Building. The operation and management of the Apartment Building consist of managing the operation and maintenance of the equipment system (including elevators, water pumps, backup generators, technical infrastructure systems and other equipment) in the Commonly Owned Areas in the Apartment Building or the common use area of the Apartment Building; providing services (protecting, cleaning, collecting garbage, gardening, killing insects and other services) to ensure the normal operation of the Apartment Building;
 - b) Notifying in writing of the requirements and notes for the users upon commencement of use of the Apartment Building; instructing the users to install their privately-owned equipment into the common equipment system in the Apartment Building;
 - c) Periodically checking details and parts of the Apartment Building to carry out the operation and management thereof;

- d) Immediately preventing the risks causing harm to the users of the Apartment Building and repairing any damage of the Commonly Owned Areas in the Apartment Building or common facilities to ensure that the operation of the Apartment Building is normal;
- đ) Monthly collecting the Management Fees and/or Service Fee in accordance with the regulation when being authorized by the Management Board.
- e) Coordinating with the Management Board to request the agencies to stop supplying water and electricity if the users of the Apartment Building fail to make a full and timely payment of the costs of operating and management of the Apartment Building and violate the relevant provisions of the law and/or the provisions of this Regulation after notifying the breaching party in writing for the second time requesting for the payment of fee for managing and operating the Apartment Building but the users still fails to pay such fee;
- g) In every 6-month, making a public report on the management and operation of the Apartment Building to the Management Board and coordinating with the Management Board to collect reviews of the users of the Apartment Building on provision of the services thereof;
- h) Coordinating with the Management Board and local people's groups to ensure security and other related issues during the management and operation of the Apartment Building.

Article 4. Management Board

1. The Management Board elected by the General Meeting includes the representatives of the owners and users of the Apartment Building and the Developer's representatives or the Management Company of this Apartment Building.
2. Management Board's duties and powers:
 - a) Urging and reminding the owners and users of the Apartment Building of implementing the internal rules and regulations on the management and use of the Apartment Building;
 - a) Managing and using the Management Fees of Commonly Owned Areas in the Apartment Building pursuant to Law on Housing 2014 and the General Meeting's decision; reporting collection and payment of such fees to the General Meeting of Apartment Building;
 - b) Proposing the Service Fee for approval of the Management Board;
 - c) Signing contracts on provision of operation and management services of the Apartment Building with the Developer or the unit having appropriate function and capacity to do so after being selected by the General Meeting as provided for in Article 102.3(d) of Law on Housing 2014.
 - d) If the Management Company is not required as stipulated in Article 105.1(b) of Law on Housing 2014 and the Management Board is assigned by the General Meeting of Apartment Building to execute the operation and management of the Apartment Building, the Management Board shall collect and pay the management fees according to the General Meeting of Apartment Building's decision;
 - e) Signing contract with a qualified housing maintenance unit in accordance with the laws on construction to maintain the Commonly Owned Areas in the Apartment Building and supervise the maintenance activities. The maintenance of the Commonly Owned Areas in the Apartment Building may be carried out by the unit managing the operation of the Apartment Building or other units that are capable of maintenance in accordance with the laws on construction;

- f) Collecting and summarizing the opinions and recommendations of the users of the Apartment Building on the management, use and provision of services of the Apartment Building to coordinate with relevant authorities, organizations and individuals for any review and solution;
 - g) Coordinating with the local authorities and local people's groups to have a civilized lifestyle and maintain social safety in the Apartment Building;
 - h) Complying with the rules and regulations of operation of the Management Board approved by the General Meeting and not removing or adding, at the Management Board's own discretion, any member of the Board Management;
 - i) Being entitled to remunerations and other reasonable expenses as decided by the General Meeting of Apartment Building;
 - j) Taking responsibilities towards the law, the owners or users of the Apartment Building when exercising rights and responsibilities in contravention of this Article;
 - k) Performing other duties assigned by the General Meeting of Apartment Building without any contravention of the law;
3. The Management Board operates on the principle of collective, and decide on a majority basis.
 4. The term of the Management Board shall not exceed 03 (three) years from the date at which the provincial People's Committee signs the recognition decision.

Article 5. Rights and Obligations of the Owners and Users of the Apartments in the Apartment Building

1. Rights and obligations of the Owner of the Apartment
 - a) Ownership over the purchased Usable Area of the Apartment under the Contract;
 - b) Ownership and rights to use the Commonly Owned Areas in the Apartment Building, including areas in Article 8.2 of this Regulation;
 - c) To request any person responsible for providing information, publicizing the contents related to the management and use of the Apartment Building;
 - d) Complying with the decisions of the General Meeting of Apartment Building;
 - đ) Taking responsibilities for maintenance of the private areas;
 - e) Contributing fully and timely the fees of management, operation and maintenance of the Commonly Owned Areas in the Apartment Building and other fees payable under the provisions of the Apartment Building;
 - g) Facilitating the person in charge of operating and maintaining the Commonly Owned Areas in the Apartment Building;
 - h) Abiding by the rules and regulations on the management and use of the Apartment Building; complying with the regulations on fire and explosion prevention, firefighting, public hygiene, security and order and promptly notifying violations in the Apartment Building;
 - i) Registering temporary absence or temporary residence in accordance with the law;
 - k) Notifying the rules set out in this Regulation to the person legally authorized to use the Apartment and other organizations and individuals involved in the use of the Apartment;

- 1) Restoring the status quo or compensating for damage to the Commonly Owned Areas in the Apartment Building or private area in the Apartment Building of another user who has suffered the damage.
2. Rights and obligations of the legal user of the Apartment
 - a) Legally using the private area of the Apartment upon consent of the owner of the Apartment and the Commonly Owned Areas in the Apartment Building of the Apartment Building;
 - b) Requesting the Owner to provide the Regulation with other information relating to management and use of the Apartment Building;
 - c) Participating in the General Meeting and contributing the fees of operation of the Apartment Building in case of any agreement with the owner;
 - d) Completely complying with the General Meeting's decision;
 - d) Other obligations as provided for in Item g, h, i, k and l of Clause 1 of this Article.

Article 6. Prohibited acts in the management and use of the Apartment

1. Using the fees of operation, management and maintenance of the Commonly Owned Areas in the Apartment Building in contravention of Law on Housing, its guiding documents and Regulation on management and use of apartment buildings issued by Ministry of Construction.
1. Causing leaks, exceeding the noise level prescribed by law or discharging garbage, wastewater, exhaust gases or noxious substances in contravention of provisions on environmental protection or this Regulation.
2. Keeping livestock and poultry in the Apartment Building.
3. Painting and decorating the outside of the Apartment or Apartment Building not in conformity with the design and architecture regulations.
4. Arbitrarily changing the function and purpose of the Commonly Owned Areas in the Apartment Building of the Apartment Building; arbitrarily changing the function and purpose of the area which is not for residence in the Apartment Building but multiple use in comparison with the design approved or agreed by the competent authority.
5. Performing business lines and trading goods in the area used for business of the Apartment Building as follows:
 - a) Explosive materials and occupations which endanger the lives and properties of the users of the Apartment Building according to the provisions of the law on fire prevention and fighting;
 - a) Doing discotheque business; repairing motor vehicles; slaughtering cattle; other polluting service business activities in accordance with the law on environmental protection.

In case of providing restaurant, karaoke and bar services, they must be soundproofed and comply with fire prevention and fighting requirements, have places of exit and in accordance with other business conditions as prescribed by law.
7. Conducting other prohibited acts related to the management and use of the Apartment Building as prescribed in Article 6 of Law on Housing.

Article 7. Payable fees

1. Maintenance Fee Of Commonly Owned Areas in the Apartment Building: being collected only when the amount for maintaining the Commonly Owned Areas in the Apartment Building is insufficient (from 2% of the value of the private area). The specific amount shall be passed by the General Meeting and ensured that this level of contribution corresponds to the private area of each owner in the Apartment Building.
2. Fees of operation and management of the Apartment Building and other reasonable expenses:
 - a. Monthly Management Fee is ... VND/m². The fee includes the following charges:
 - Payment for public electricity and water such as electricity for elevators, lightening and pumps, fuels for backup generators, etc.
 - General management fees and services provided by the management company.
 - Payment for general cleaning services includes daily maintenance and periodically cleaning.
 - Payment for tree care services and technical infrastructure around the building.
 - Payment for general security services.
 - Payment of wages and administrative expenses of the Management Board.
 - Fire and explosion insurance, public liability insurance (the Owner buys insurance for people/properties within the owner's private area).
 - Fees for fire prevention and fighting services.
 - Fees for examination of consumption index of electricity and water, payment index of electricity and water and other reasonable fees.
 - Audit fees and administration fees.
 - Fees paid to contractors providing services
 - Fees for controlling of insects and pests (mice, bugs, cockroaches, termites, etc.).
 - Fees ion maintaining the common technical system such as elevators, air conditioners, etc.
 - Fees for design and technique consultancy and administrative management.
 - Other reasonable and legitimate fees according to the management services contracts and provisions of the competent authorities.

The Management Board may adjust the list of management services from time to time after being approved by the General Meeting, with prior written notice to the Owner.
 - b. If the Owner or another resident has not (or does not) use the Apartment, he/she must pay a monthly management fee in accordance with this Regulation.
 - c. The Owner agrees that the monthly management fee for the first year of operation from the date of handover shall be determined by the management company or the Developer on a reasonable basis, sufficient for operation and management of the Apartment Building and suitable for the general level of fee not higher than the fee issued by the City People's Committee. From time to time, the level of fee may be adjusted higher or lower than the fee issued by the local authority if reasonable and approved by the Apartment Building. The monthly management fee does not include support from the sale of the private area owned by the Developer.

- d. Upon on the specific situation, the said level of fee may increase and such change must be calculated reasonably and approved by the General Meeting or Management Board if authorized by the General Meeting.
- e. If the total amount collected from the monthly management fee at the end of the calendar year is higher than the amount spent for that year, the said amount shall be transferred to the maintenance fee for future use.
- 3. Property custody costs (specify the cost of each property such as bicycles, motorbikes, cars, etc.) shall be determined by the Developer (when the Management Board has not been yet established) or the Management Board once the Apartment Building is put into use in accordance with the law at the time of services.

Depending on the specific situation, the above level may increase and such change must be calculated reasonably and approved by the General Meeting.

Article 8. Other provisions

- 1. Use of Commonly Owned Areas in the Apartment Building: Residents shall not use any Commonly Owned Areas in the Apartment Building for any private or public functions without prior written approval of the Management Board or the Management Company (as the case may be).
- 2. Use of lifts:
 - (a) The lift shall not be used for transportation of heavy objects exceeding the design loading capacity of lifts;
 - (b) Drinking, eating and smoking are prohibited in the lifts;
 - (c) Any act of vandalism or behavior that may cause nuisance to other lift users is prohibited;
 - (d) Serviced elevator should be booked in advance with the Management Board or the Management Company (as the case may be) for usage; and
 - (e) In case of fire, do not use lifts but using the fire staircase.
- 3. Alteration, additions, installations and fitting-out
 - (a) In case the Residents want to fix/repair small defects inside the Apartment (*without impact on structure, design, layout, size and area of the Apartment and rooms inside the Apartment and without considerable impact on the surrounding apartments and the use of Commonly Owned Areas in the Apartment Building*), the Residents must serve on the Management Company a written notice (which is accompanied by a fixing plan) at least five (05) days prior to the day on which the Residents intend to commence the fixing/reparation.
 - (b) During the process of the abovementioned work, the Residents must comply with and guarantee that their contractors shall comply with the following provisions:
 - (i) Comply with all Internal Rules and Regulations of the Apartment Building and rules and regulations governing the execution of such work imposed from time to time by the relevant government authorities; applicable laws, regulations and practice of construction;

- (ii) Maintain the materials, tools and equipment under the manner approved by the Management Board or the Management Company (as the case may be);
 - (iii) Compensate for the damage caused to the Apartment Building or the Commonly Owned Area in the Apartment Building or the Privately-Owned Area of other Residents in the Apartment Building to the Company or the Management Board or other Residents (as the case may be).
- (c) The Management Board or the Management Company (as the case may be) shall be entitled to request for cancelling the reparation which is not allowed or not carried out in accordance with the provisions of this Regulation.

4. Fire and explosion prevention in the Apartment Building

A Resident shall not use or store on his or her Apartment or the Commonly Owned Areas in the Apartment Building any explosive or flammable chemical, liquid or other flammable material of any description which is a fire hazard other than chemicals, liquids or other material used or intended to be used for domestic purposes or such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine. A Resident shall not allow, keep, do or cause to be done in the Apartment Building nor permit anything, event, act or conduct within the Apartment Building which is or may amount to a fire hazard or which may overload or impair the floors, walks, roofs or ceiling thereof.

1. Information

- (a) A Resident shall update/provide his/her information in the Resident Registration Form as they move in/out of the Apartment. A Resident shall further provide the Management Board or the Management Company (as the case may be) and local police (if required) with his or her name, address, contact number, or in the case where he or she is moving out, the new Resident's name, address, contact number, as may be reasonably required by the Management Board, the Company, the Management Company or the local police (as the case may be).
- (b) The Management Board or the Management Company must announce information concerning the management and use of the Apartment Building on news or bulletin board or by other communication means of the Apartment Building.

Internal regulations on fire fighting and prevention must be posted at prescribed places. Regulations on use of elevators must also be posted at prescribed places for the purpose of ensuring the convenient and safe use.

2. Regulations on the amendment and supplementation to the Regulation and other provisions

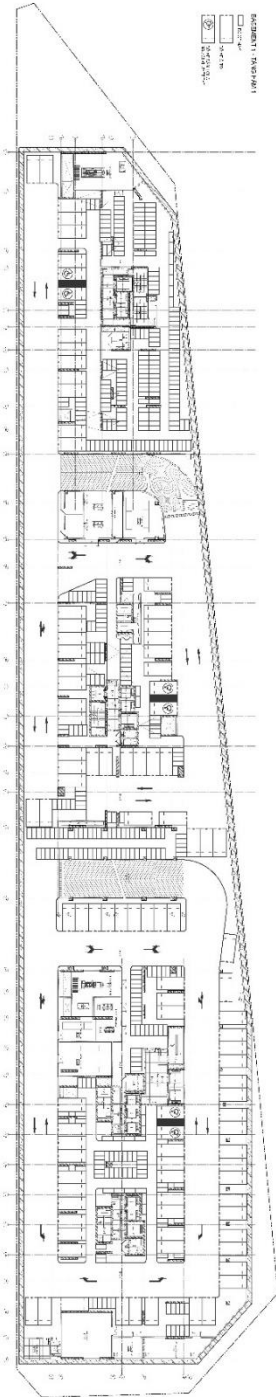
Any amendment or supplement to this Regulation shall be made in writing by the Seller and approved by the General Meeting in case the General Meeting has been executed and as required by the law of Vietnam.

SCHEDULE 6: CONSTRUCTION SCHEDULE

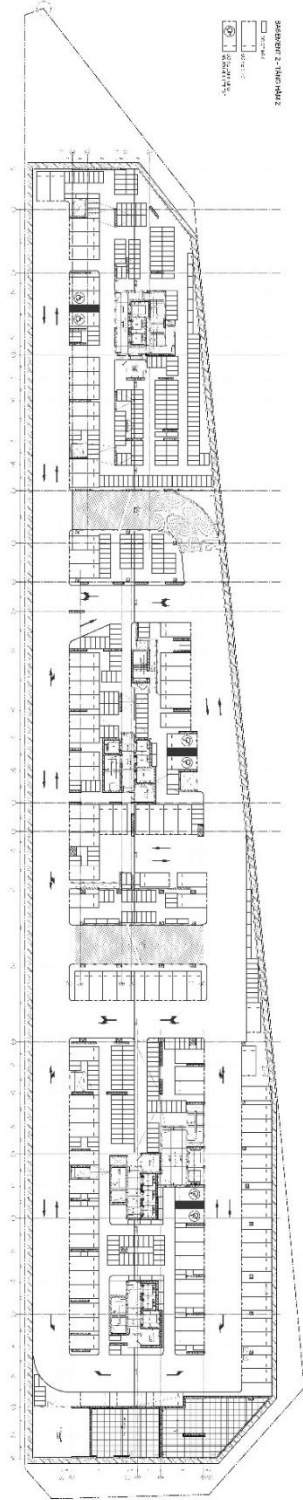
| Stage | Construction schedule (tentatively) | Date of completion (tentatively) |
|--------------|--|---|
| Stage 1 | Complete placing concrete for the 12 th floor | Before 30 June 2018 |
| Stage 2 | Complete placing concrete for the 20 th floor | Before 30 September 2018 |
| Stage 3 | Roofing, complete the 20 th floor | Before 30 December 2018 |
| Stage 4 | Complete and hand over the Apartment | Before 30 July 2019 |

ATTACHMENTS

Floor Plan of Basement 1



Floor Plan of Basement 2



Floor Plan of Basement 3

