

**SOCIALIST REPUBLIC OF VIET NAM**

**Independence - Freedom - Happiness**

-----

**APARTMENT SALE AND PURCHASE AGREEMENT**

**No.** \_\_\_\_\_

*[Product Code No. ....]*

- Pursuant to the following legal documents:
  - Civil Code dated 24 November 2015 (“**Civil Code**”);
  - Law on Real Estate Business dated 28 November 2023 (“**Law on Real Estate Business**”) and its implementation guidance documents;
  - Law on Residential Housing dated 27 November 2023 (“**Law on Residential Housing**”) and its implementation guidance documents;
  - Law on Protection of Consumers’ Rights dated 20 June 2023 and its implementation guidance documents.
- Pursuant to the following documents, the legal dossiers of the Project, apartment:
  - Dossiers, documents relating to land<sup>1</sup>: Certificate on the land use right, the ownership of houses and other assets attached to land number CK 109734 issued by the Department of Natural Resources and Environment of Ho Chi Minh City on November 6, 2017.
  - Dossiers, documents relating to construction<sup>2</sup>: Construction Permit No. 39/GPXD issued by the Department of Construction of Ho Chi Minh City on June 30, 2022; and
  - Dossiers, documents relating to the investment of the project<sup>3</sup>: Investment Registration Certificate issued by the Department of Planning and Investment of Ho Chi Minh City on August 6, 2021.
- Pursuant to the capabilities, needs, agreements, and actual situation of the Parties.

Today, on the date of [●] (the “**Execution Date**”), we are the following parties:

**PARTY A: SELLER OF THE APARTMENT** (Hereinafter referred to as the “**Seller**” or the “**Developer**”):

**PHU LOC REAL ESTATE INVESTMENT JOINT STOCK COMPANY**

Enterprise Registration : [.] initially issued by [.] on [.], as amended from time to time  
Certificate No.

Registered address : [.]

Correspondence address : [.]

---

<sup>1</sup> To fill in the land documents for the area of land underlying the Apartment.

<sup>2</sup> To fill in the construction permit for the Apartment Building.

<sup>3</sup> To fill in the Investment Registration Certificate.

Attention to: [.]

Legal representative/ : [.]  
[Legally represented by] Title: [.]  
Identification Card/Citizen Card/Passport No. [.] issued by [.]  
on [.]  
[in accordance with the Letter of Authorization No. [.]]  
***[Applicable if the legal representative is not the signatory to  
this Agreement]***  
Email : [.]  
Telephone : [.] Fax: [None]  
Tax code : [.]  
Bank account No. : [.] opened at [.]

**PARTY B: PURCHASER OF THE APARTMENT** (Hereinafter referred to as the “**Purchaser**”):

Name of organization, : .....  
individual<sup>4</sup>  
Identification Card/Citizen : ..... issued on: ...../...../....., by .....  
Card/Passport<sup>5</sup> No.  
Registered address : .....  
Correspondence address : .....  
Telephone : ..... Fax (if any): .....  
Bank account (if any) : ..... opened at .....  
Tax code (if any) : .....

*(The Seller and the Purchaser shall be hereinafter referred collectively to as the “Parties”, and individually to as the “Party”).*

Based on the discussion and agreement, the Parties agree and agree to mutually enter into this Agreement with the following terms and conditions:

---

<sup>4</sup> If the purchaser is an organization, write down the information of the organization; if the purchaser is an individual, write down the information of the individual, in case there are multiple individual purchasers whose names are on the contract, this section must include full information of those apartment’s purchasers, without the need of including information of enterprise registration certificate / investment registration certificate, the legal representative of the enterprise.

<sup>5</sup> Write down the enterprise registration certificate or investment registration certificate for the organization purchaser.

## ARTICLE 1. INTERPRETATION OF TERMS

In this Agreement, the words and terms shall be construed as follows:

- 1.1 **“Apartment”** means an apartment in the Apartment Building having the residential usage capability and other areas with other usage capability (if any) in the Apartment Building being sold together with the Apartment under this Agreement, including the Apartment which is built in a closed-type structure in accordance with the approved design of the Apartment Building invested and built by the Seller, and having the information and particulars of the Apartment as described in Article 2 hereof and other areas within the Apartment Building (if any) and the private-used technical equipment attached to the Apartment and other areas (if any) that the Purchaser shall purchase from the Seller as agreed upon by the Parties under this Agreement. The **“Other Area”** means the areas within the Apartment Building being apart from the Apartment Construction Floor Area but being sold together with the Apartment under this Agreement.
- 1.2 **“Building”** or **“Apartment Building”** means the whole apartment building having the Apartment invested by the Seller consisting of the apartments, areas, commercial, trading areas (if any), and the common facilities attached to the Apartment Building including the campus and other public areas, constructed at the plot number 13, Nguyen Huu Tho Street, Phuoc Kien Commune, Nha Be District, Ho Chi Minh City, Vietnam.
- 1.3 **“Agreement”** means this Apartment Sale and Purchase Agreement and all its schedules, attached documents, as well as any amendments or supplementations in writing to this Agreement made and signed by the Parties during the performance of this Agreement.
- 1.4 **“Apartment Gross Selling Price”** means the total selling price of the Apartment as prescribed in Article 3 and Schedule 2 hereof.
- 1.5 **“Apartment Warranty”** means the performance of the Seller to carry out its responsibility to warranty the Apartment as agreed in this Agreement and provided by laws in order to remedy, repair, and replace the items specified in Article 9.3 hereof in case such items are damaged, defective, or operated or used not according to the normal principles and rules but not caused by the default of the Apartment’s user and are within the warranty period as prescribed by laws on housing, laws on construction and as agreed in this Agreement.
- 1.6 **“Apartment Construction Floor Area”** means the construction floor area of the Apartment including the balcony and the loggia areas (if any) attached to the Apartment, measured from the centre of the perimeter building walls, the dividing walls of the Apartments, including the floor area with columns, technical service ducts inside the Apartment, as described in Schedule 1 hereof.
- 1.7 **“Apartment Usable Floor Area”** means the construction floor area of the Apartment measured according to carpet measurement of the Apartment: including areas of the partition walls between the rooms inside the Apartment, and the balcony or loggia areas (if any) attached to the Apartment, and excluding the perimeter building walls of the Apartment, the walls dividing the various apartments, the floor area with the columns and technical service ducts inside the Apartment. The calculation of the balcony area shall take into account the gross floor area; if the balcony contains the area of common walls, the area shall be measured from the inner edge of such common walls. The calculation of the loggia area shall take into account the gross floor area measured from the inner edge of the common walls or perimeter building walls of the Apartment. In cases where equipment or components are attached to the balcony or loggia but are part of the building's facade according to the approved design documents in accordance with construction law, such equipment or components are considered part of the common ownership of the apartment building.

- 1.8 **“Purchaser’s Private-Owned Component”** means the Apartment Usable Floor Area, the area being inside the Other Area in the Apartment Building (if any) and private-used technical equipment attached to the Apartment, the Other Area; such areas are recognized as the private ownership of the Purchaser in accordance with the Law on Residential Housing.
- 1.9 **“Seller’s Private-Owned Component”** means the areas being inside or outside the Apartment Building and the technical equipment system attached to such areas that the Seller does not sell but retains for its own use or business purposes and the Seller shall not allocate the investment capital value of such private-owned component to the Apartment Net Selling Price. Such areas are recognized as the private ownership of the Seller in accordance with the laws on residential housing and described in Article 11 hereof.
- 1.10 **“Common-Owned Component of the Apartment Building”** means the remaining area of the Apartment Building excluding the areas privately owned by Apartment Owners within the Apartment Building and the commonly used equipment of the Apartment Building in accordance with the laws on residential housing; including the areas, equipment systems, technical infrastructure systems, public constructions as provided by the laws on residential housing and other areas agreed upon by the Parties as detailed in Article 11 and Schedule 4 hereof.
- 1.11 **“Maintenance fee for the common-owned of the apartment building”** or **“Maintenance Fee”** or **“Sinking Fund”** means the amount of 2% of the Apartment Net Selling Price, other area being sold; this amount is allocated to the selling price and calculated before tax for the purpose of the Maintenance of the Common-Owned Component of the Apartment Building.
- 1.12 **“Management and Operation Services of the Apartment Building”** means the management and operation services of the Apartment Building in order to ensure the normal operation of the Apartment Building.
- 1.13 **“Maintenance of the Apartment Building”** or **“Maintenance”** means the periodic maintenance and repair of residential houses and repair upon damages to maintain the quality of the Apartment Building; the maintenance of the Apartment Building includes checks, observation, quality inspection, minor repair, regular repair and major repair of the construction of the Apartment Building; checks and maintenance of the fire prevention and firefighting safety system; replacement of components or equipment for common usages of the Apartment Building.
- 1.14 **“Apartment Building Internal Rules”** or **“Internal Rules”** means the internal rules governing the management, and use of the Apartment Building enclosed in Schedule 11 and all amendments and additions thereto which are approved by the Apartment Owners’ General Meeting during the process of management and use of the Apartment Building.
- 1.15 **“Management Company of the Apartment Building”** or **“Management Company”** means an entity or an enterprise having the functions, and capacities to perform the Management and Operation Services of the Apartment Building after the Apartment Building is completely constructed and put into use.
- 1.16 **“Certificate”** means the certificate of ownership of residential house and residential land use right or Certificate of land use right, ownership of residential house and other assets attached to land or other certificate of land use right, ownership of assets attached to land in accordance with the laws on land in which records the ownership of residential house, construction work or Certificate of residential house ownership or Certificate of construction work ownership issued by the competent state authority to the Purchaser over the Apartment in accordance with the laws on land.
- 1.17 **“Board of Apartment Owners’ Committee”** means the committee comprising of the representatives of the apartment building owners, users (if the owners do not attend) and the

representatives of the Developer (if the Developer still retains its private ownership areas) unless the Developer does not nominate any representatives in the Board of Apartment Owners' Committee, who are elected through the General Meeting in order to represent the apartment building owners and the Developer (if the Developer still retains its private ownership areas) unless the Developer does not nominate any representatives in the Board of Apartment Owners' Committee, and act for the benefits of the apartment building owners and the Developer (if any) in connection with the use and management of the Apartment Building in accordance with the laws.

- 1.18 **"Seller"** or **"Developer"** means Phu Loc Real Estate Investment Joint Stock Company with the information set out in the Preamble of this Agreement or any third party being its respective successor who will have the rights and obligations as the developer of the Apartment Building.
- 1.19 **"Purchaser"** means the purchaser(s) of the Apartment with the information set out in the Preamble of this Agreement.
- 1.20 **"Apartment Handover Minutes"** has the meaning as set out in Article 8.4 and in accordance with the template as prescribed in Schedule 10 hereof.
- 1.21 **"Apartment Owner"** means an organization or an individual who has legitimate ownership in respect of one or more than one apartment belonging to the Apartment Building.
- 1.22 **"Garden Area"** means the area outside the Apartment, designed and constructed for the purpose of using as a garden (if any). Subject to the approved designs of the Project and the decision of the competent State authority, the Garden Area may or may not be included in the area to be recorded in the Certificate.
- 1.23 **"Project"** means a high-rise residential housing project at the plot number 13, Nguyen Huu Tho Street, Phuoc Kien Commune, Nha Be District, Ho Chi Minh City, Vietnam being described in Schedule 3 and Schedule 4 hereof that the Seller is the developer. The commercial name of the Project is Celesta Rise.
- 1.24 **"Apartment Address"** has the meaning as set out in Schedule 1 hereof.
- 1.25 **"Apartment Owners' General Meeting"** or **"General Meeting"** means a meeting of the apartment owners and/or the representatives of the apartment owners (including the User of the Apartment Building having a legitimate authorization) and representative of the Developer (as the owner of the areas that has not been sold in the Apartment Building) which is organized in accordance with the laws.
- 1.26 **"Working Day"** means a day from Monday to Friday, which is not Saturday, Sunday, or public holidays, Tet according to the laws of Vietnam.
- 1.27 **"Management And Operation Fee"** includes the fees for the purposes of management and operation of the Common-Owned Component And/Or Common-Used Component as provided hereof and shall be paid by the Purchaser, the Apartment Owners in accordance with the provisions of this Agreement and the provisions of the laws on residential housing.
- 1.28 **"Event of Force Majeure"** means the event that occurs objectively, cannot be anticipated, and cannot be remedied even though the affected Party has taken all necessary and permissible measures, the events shall be considered the Event of Force Majeure as set out in Article 14 hereof.
- 1.29 **"VAT"** means the value-added tax or other similar taxes (if any in the future) imposed on the supply of goods or services under the laws of Vietnam, subject to the applicable laws of Vietnam and the relevant tax authority's practice from time to time.
- 1.30 **"VND"** or **"Vietnam Dong"** means Vietnam Dong which is the lawful currency of Vietnam.

- 1.31 “**Common-Owned Component And/Or Common-Used Component**” shall have the meaning as set out in Part B, Schedule 4 hereof.
- 1.32 “**User of the Apartment Building**” means the Apartment Owners, or organizations, households, or individuals legally using Apartments or other areas within the Apartment Building through leasing, borrowing, temporary residence, authorized management, or authorized use by competent authorities, including users, visitors, invitees, lessees, sublessees, assignees, permanent residents, legal temporary residents, or any other persons whom the Apartment Owners permit to enter, or reside, or dwell in the Apartment under any form, whether short-term or long-term.
- 1.33 “**Apartment Handover Date**” shall have the meaning as set out in Article 8.2 hereof.
- 1.34 “**Other Owners/Users**” comprises of the purchasers, renters of the car parking lots as provided in Article 11.2 hereof.

## ARTICLE 2. PARTICULARS OF THE APARTMENT

The Seller agrees to sell and the Purchaser agrees to purchase an Apartment having the particulars as follows:

2.1 The particulars of the Apartment:

- a) Apartment number: ..., floor: ..., in the Apartment Building at the plot number 13, Nguyen Huu Tho Street, Phuoc Kien Commune, Nha Be District, Ho Chi Minh City, Vietnam.
- b) The Apartment Usable Floor Area is: ... m<sup>2</sup>. The Apartment Usable Floor Area is calculated by the carpet measurement (commonly referred to as carpet area) prescribed in Article 1.7 and is a basis for calculating the Apartment Gross Selling Price as prescribed in Article 3.

The Parties agree that the Apartment Usable Floor Area provided in Article 2.1(b) is estimated only and may be increased or decreased in accordance with the actual measurement to be made at the handover of the Apartment (“**Apartment Actual Usable Floor Area**”). The Purchaser is responsible for the payment of the Apartment Gross Selling Price to the Seller according to the Apartment Actual Usable Floor Area when handing over the Apartment as follows:

- (b.1) If the Apartment Actual Usable Floor Area differs higher or lower than 0.5% (zero-point five percentage)<sup>6</sup> from the Apartment Usable Floor Area, the Parties agree that there shall be no adjustment made to the Apartment Gross Selling Price. The Parties shall sign the Apartment Handover Minutes to record the Apartment Actual Usable Floor Area; or

---

<sup>6</sup> To fill in at the time of signing the Agreement (not exceeding 2% for the case where the Apartment Usable Floor Area in this Agreement is determined based on the area in the approved design, not the actual area of the apartment after construction completion; or not exceeding 0.5% for the case where the Apartment Usable Floor Area in this Agreement is the actual area of the apartment after the Apartment Building has been completed and put into use).

- (b.2) If Apartment Actual Usable Floor Area differs more than 0.5% (zero-point five percentage)<sup>7</sup> in comparison to the Apartment Usable Floor Area (“**Adjusted Deviation Area**”), the Apartment Gross Selling Price shall be adjusted based on the Apartment Actual Usable Floor Area at the time of handing over the Apartment in accordance with the formulas set out in Item 1.3 Schedule 2. The Parties shall sign the Apartment Handover Minutes and an annex on amendment of the Agreement (in accordance with the template as prescribed in Schedule 9) in order to expressly set out the Apartment Actual Usable Floor Area, the Adjusted Deviation Area.

The Apartment Handover Minutes and the annex on amendment of the Agreement constitute an integrated part of this Agreement. The Apartment Usable Floor Area to be recorded in the Certificate to be issued to the Purchaser shall be determined in accordance with the Apartment Actual Usable Floor Area as determined at the time of the handover of the Apartment.

- c) The Apartment Construction Floor Area is: ... m2 as described in Schedule 1. This area is calculated as prescribed in Article 1.6 hereof.
- d) The purpose of use of the Apartment: residential purposes.
- e) The year of construction completion: year 2024.
- f) The Other Area being purchased together with the Apartment: none.
- g) Other agreements between the Parties:
- (g.1) In the event that the design of the Apartment includes the Garden Area, the descriptions, particulars, using purposes together with the rights and obligations of the Parties related to this Garden Area shall be regulated in Schedule 13 and constitute an integral part of this Agreement.
- (g.2) The Purchaser has fully understood (i) the permitted purpose and scope of use of the Apartment as provided under applicable laws of Vietnam, and (ii) that the Developer shall not be obliged to provide the Purchaser with any support or any document or to take any actions and things other than and/or in contrary against those expressly provided under this Agreement.

2.2 Particulars of the land underlying the Apartment Building having the Apartment:

- a) Land plot number: 42, 35 and 281.
- b) Map sheet number: 19, 20 and 21 prepared by **the Department of Natural Resources and Environment on March 29, 2010.**
- c) Common land use area: **(Subject to the decision of the competent State authority)**..... m2.

Other particulars of the project land and the Project are described in Schedule 4 hereof.

---

<sup>7</sup> To fill in at the time of signing the Agreement (not exceeding 2% for the case where the Apartment Usable Floor Area in this Agreement is determined based on the area in the approved design, not the actual area of the apartment after construction completion; or not exceeding 0.5% for the case where the Apartment Usable Floor Area in this Agreement is the actual area of the apartment after the Apartment Building has been completed and put into use).

- 2.3 Legal documents relating to the Apartment: the Seller provides the Purchaser with information, one (1) copy of the following documents:
- a) The dossier, documents relating to land<sup>8</sup>: Certificate on the land use right, the ownership of houses and other assets attached to land number CK 109734 issued by the Department of Natural Resources and Environment of Ho Chi Minh City on November 6, 2017;
  - b) The dossier, documents relating to construction<sup>9</sup>: Construction Permit No. 39/GPXD issued by the Department of Construction of Ho Chi Minh City on June 30, 2022;
  - c) The documents relating to the investment project<sup>10</sup>: Investment Registration Certificate issued by the Department of Planning and Investment of Ho Chi Minh City on August 6, 2021.
- 2.4 The status of the infrastructure, and service works related to the Apartment: being constructed according to the approved Project's schedule, including:
- a) Transportation road system;
  - b) Public lighting system;
  - c) Household electricity supply system;
  - d) Household water supply system; and
  - e) Rainwater and wastewater drainage system.
- 2.5 The Seller shall provide together with this Agreement a certified copy of<sup>11</sup>:
- Notification of the results of the inspection and acceptance of the completed construction work No. 9567/TB-SXD-QLCLXD dated October 11, 2024, issued by the Department of Construction of Ho Chi Minh City; and
  - Acceptance document on fire prevention and fighting No. 451/NT-PCCC dated July 24, 2024, issued by the Fire Prevention and Fighting and Rescue Police Department of Ho Chi Minh City Police.
- 2.6 Limitations to the ownership, right to use the Apartment (if any): none.

### **ARTICLE 3. APARTMENT GROSS SELLING PRICE, MAINTENANCE FEE, PAYMENT METHOD AND PAYMENT SCHEDULE**

- 3.1 Apartment Gross Selling Price:
- a) The Apartment Gross Selling Price is VND ... (in words: ...).

---

<sup>8</sup> To fill in the documents relating to land for the area of land underlying the Apartment.

<sup>9</sup> To fill in the construction permit of the Apartment Building or equivalent documents in accordance with the provisions of law.

<sup>10</sup> To fill in the Investment Registration Certificate.

<sup>11</sup> To fill in the document at the signing date of the Agreement. For available apartment, this information is not applicable, and to fill in: the Notice on the result of inspection and acceptance for construction work number ... dated ... by ... (or equivalent document under the laws); firefighting acceptance document number ... dated ... by ... (or equivalent document under the laws)



The Apartment Gross Selling Price is calculated according to the formula of the unit price of 01 (one) m<sup>2</sup> of the Apartment Usable Floor Area (multiplied by) x the Apartment Usable Floor Area, particularly: .....VND/1 m<sup>2</sup> of the Apartment Usable Floor Area (“**Unit Price**”) (multiplied by) x .....m<sup>2</sup> of the Apartment Usable Floor Area.

The Apartment Gross Selling Price is inclusive of the value of the land use right, land use fee, VAT, and Maintenance Fee, in which:

- (a.1) Apartment Net Selling Price (inclusive of the value of the land use right, land use fee for the land underlying the Project) is: VND ... (in words: ...);
  - (a.2) VAT (not imposed on the land use fee to be paid to the State in accordance with the laws) is: VND ... (in words: ...); and
  - (a.3) Maintenance Fee (equivalent to 2% of the Apartment Net Selling Price) (before-tax calculated) is: VND ... (in words: ...).
- b) The Apartment Gross Selling Price as prescribed in Article 3.1(a) above is exclusive of the following (“**Other Payable Amounts**”):
- (b.1) Registration fees, fees, and other expenses required by the laws relating to the procedures for issuance of the Certificate to the Purchaser. Such registration fees, fees, and other expenses shall be borne by the Purchaser in accordance with applicable laws;
  - (b.2) Fees for connection, installation, and usage of services to be supplied to the Apartment, including gas, internet, post and telecommunication, cable, television, and other services that are privately consumed by the Purchaser for the Apartment. Such amounts shall be paid by the Purchaser directly to the service providers; and
  - (b.3) The Management And Operation Fee. From the Apartment Handover Date as agreed in Article 8 hereof, the Purchaser is responsible for paying the Management And Operation Fee in accordance with this Agreement; and
  - (b.4) The fee which the Purchaser is responsible for contributing to purchase mandatory fire and explosion insurance for the Common-Owned Component And/Or Common-Used Component (“**Insurance Fee**”) in accordance with housing law, fire prevention and firefighting law, and insurance business law. The Purchaser is responsible for paying the Insurance Fee for the first insurance year as specified in Article 13.5 of Schedule 11 of the Agreement to the Seller (or the Management Company designated by the Seller) on the Apartment Handover Date. Subsequently, the Insurance Fee for the following years shall be paid annually by the Purchaser before the expiration date of the mandatory fire and explosion insurance for the Common-Owned Component And/Or Common-Used Component of each year, as notified by the Seller or the Board of Apartment Owners’ Committee (from time to time) to the Purchaser.
- c) The Parties agree that commencing from the Apartment Handover Date and throughout the duration of owning and/or using the Apartment, the Purchaser shall fulfill all financial obligations in accordance with the prevailing regulations, pay the Maintenance Fee, the Management And Operation Fee, and pay other service fees incurred from the use of utilities such as: gas, electricity, water, telephone, cable, telecommunication, etc., to the suppliers.

- 3.2 Payment method: all the payments under this Agreement shall be made in Vietnam Dong by bank transfer to the Seller's account as provided in this Agreement or another account as provided in writing by the Seller at the time of payment. In detail:

Company name: PHU LOC REAL ESTATE INVESTMENT JOINT STOCK COMPANY

Bank Account: 111002921957

Bank name: Vietnam Joint Stock Commercial Bank for Industry and Trade, trading as Vietinbank- Branch No. 4 – Ho Chi Minh City

Bank address: 57 -59 Ben Van Don, Ward 13, District 4, HCMC, Vietnam

SWIFT Code: ICBVNVX908

For the avoidance of doubt, the payment of the Maintenance Fee shall be transferred by the Purchaser into the Maintenance Fee Account as provided in Article 3.3.

- 3.3 Payment schedule:

- a) Payment schedule of the Apartment Gross Selling Price (exclusive of the Maintenance Fee): The Parties agree that the Purchaser shall pay the Seller the Apartment Gross Selling Price (exclusive of the Maintenance Fee) according to the payment schedule set out in Schedule 2 hereof.
- b) Payment schedule of the Maintenance Fee: The Purchaser is responsible for paying the Maintenance Fee to the Seller before the Apartment Handover Date in accordance with the Handover Notice served by the Seller to the Purchaser as set out in Article 8.2 hereof. The Seller is responsible for opening a current account at a bank or credit institution lawfully operating in Vietnam to receive and temporarily manage the Maintenance Fee to be paid by the Purchaser, the Other Owners/Users and the Seller ("**Maintenance Fee Account**") and is responsible for notifying the Department of Construction where the Apartment Building is located about the information relating to this Maintenance Fee Account (including information in relation to the account name, account number, name of bank or credit institution where the Maintenance Fee Account is opened and deposit term in accordance with the applicable laws). Prior to the Apartment Handover Date, the Purchaser is responsible for sending the Seller a copy of the payment receipt evidencing that the Maintenance Fee has been paid.

The Maintenance Fee Account has the information below:

- Account number: 113002949049
- Account name: Maintenance fee of Celesta Rise apartment building
- Account holder: Phu Loc Real Estate Investment Joint Stock Company
- At the credit organization operating where the Apartment Building is located: Vietnam Joint Stock Commercial Bank for Industry and Trade, trading as Vietinbank, Branch 4 – Ho Chi Minh City
- Deposit term: subject to the provisions of law at each point in time

For the avoidance of doubt, the Apartment Net Selling Price, the Maintenance Fee, the Other Payable Amounts, and the payment schedule shall be updated by the Seller in the Handover Notice. The contribution for the Maintenance Fee of the Common-Owned Component of the Apartment Building is provided in detail in Item B.4(1.2.1) of Schedule 4 hereof.

The Parties shall implement the handover of the Maintenance fee of the commonly owned component of the apartment building in accordance with housing laws.

In addition, the Board of Apartment Owners' Committee and the Seller may agree to hand over the Management And Operation Fee to the Management Company being legally assigned to carry out the management of the Apartment Building.

c) Other agreements of the Parties:

- (c.1) The Apartment Gross Selling Price in Article 3.1 is an estimated amount according to the Apartment Usable Floor Area set out in Article 2.1(b). The Seller shall notify the Purchaser of the Apartment Gross Selling Price being adjusted in Article 2.1(b.2) in the Handover Notice.
- (c.2) Payment for the Management And Operation Fee: The Purchase is responsible for paying the Management And Operation Fee to the Seller (or the Management Company being designated by the Seller) commencing from the Apartment Handover Date in accordance with Item B.4(1.2.2) of Schedule 4 of this Agreement and the laws on residential housing.
- (c.3) Upon a due date, if the Purchaser is late in paying any part of the Apartment Gross Selling Price (including the Maintenance Fee), the Management And Operation Fee, Other Payable Amounts, and/or any fees or expenses as stipulated in this Agreement and Schedules, the Seller has the right to (i) set off the due payments that the Purchaser has not paid to the Seller and the Late Payment Interest (if any) set out in Article 12.1(a) of the Agreement against any amount that the Seller is responsible for paying to the Purchaser set out in this Agreement; and (ii) request the Purchaser to pay any outstanding amounts (if any) after such offset. In addition, the Seller has the right to unilaterally terminate the Agreement in accordance with Article 12.1(b) of the Agreement without being subject to any penalty, compensation, consideration, fees, or interests of any kind.
- (c.5) If the due date for any installments or other payables that the Purchaser is obligated to pay under the applicable laws or as stipulated in the Agreement has not been specified in the Agreement, the Seller shall send a written notice to the Purchaser regarding the amount to be paid and its payment schedule, and the Purchaser agrees to make the payment upon receipt of such written notice from the Seller. For any installments and/or other payables of which the respective due dates for the Purchaser to pay under this Agreement are specified, the Purchaser shall make payments in accordance with the provisions of this Agreement, regardless of whether receiving a payment request from the Seller. The Purchaser shall be responsible for paying in full all due amounts, and penalties, interest for late payment, and overdue amounts (if any) for each installment.
- (c.6) The time for determining the Purchaser having fulfilled its payment obligation to the Seller is when the transferred amount has been recorded as a credit to the bank account designated by the Seller or when the Seller issues a receipt to record the amount paid by the Purchaser. All taxes, bank charges, remittance fees, money transfer fees, and similar charges payable or charged in relation to the payments to Seller are borne under the sole responsibility of the Purchaser. The Purchaser ensures that the Seller will always receive in full any amount that the Purchaser is obliged to pay under the provisions of this Agreement.

#### **ARTICLE 4. QUALITY OF THE RESIDENTIAL CONSTRUCTION WORKS**

The signature(s) of the Purchaser

- 4.1 The Seller undertakes to ensure the quality of the construction works of the Apartment Building and the Apartment in Article 2 hereof in accordance with the approved design and to use the construction materials of the Apartment as committed by the Parties in this Agreement (or those having the same quality).
- 4.2 Construction schedule<sup>12</sup>: The construction work has been completed and accepted according to the Notification of the results of the inspection and acceptance of the completed construction work No. 9567/TB-SXD-QLCLXD dated October 11, 2024, issued by the Department of Construction of Ho Chi Minh City.
- 4.3 The Seller shall perform the construction of the technical infrastructure works and social infrastructure works (if any) serving the Purchaser's residential needs at the Apartment Building in accordance with the approved planning, designs, content, and schedule of the Project and ensure the quality in accordance with the construction technical regulation and standard prescribed by the State.
- 4.4 The handover of the Apartment to the Purchaser shall only be implemented after completing the acceptance of the Apartment Building in accordance with the approved design and acceptance of the technical infrastructure where having the Apartment in accordance with the approved schedule of the Project including roads system; public lighting, electricity systems; water supply system, drainage system; fuel supply system; communication system; social infrastructure system: the Project does not have social infrastructure.

## **ARTICLE 5. RIGHTS AND OBLIGATIONS OF THE SELLER**

### **5.1 Rights of the Seller:**

- a) To require the Purchaser to pay in full and on time for all the amounts set out in this Agreement, with interest calculated in the event of late payment by the Purchaser according to the agreed payment schedule in Article 3.3. The calculation of late payment interest is provided in detail in Article 12.1(a) hereof;
- b) To request the Purchaser to take over the Apartment on time and in accordance with the provisions of Article 8 hereof;
- c) To have the right to refuse the handover of either the Apartment or the original Certificate to the Purchaser until the Purchaser fulfills its payment as agreed in this Agreement;
- d) To have the right to suspend or to request the suppliers to suspend the supply of electricity, water, and other utility services if the Purchaser (or the transferee of this Agreement from the Purchaser) violates the Regulations on management and use of apartment building promulgated by the Ministry of Construction and the Internal Rules;
- e) To have the right to change the equipment and construction materials of the Apartment Building having a similar quality value in accordance with the construction laws. In case of any changes to the equipment and finishing materials inside the Apartment, it is required a written agreement with the Purchaser;
- f) To exercise the rights and responsibilities of the Board of Apartment Owners' Committee until the Board of Apartment Owners' Committee is established, to

---

<sup>12</sup> Only applicable in the case of purchasing off-plan apartments and to fill in the construction progress at the time of signing the respective Agreement, corresponding to the payment schedule specified in Schedule 2.

promulgate the Internal Rules; to hold the first General Meeting to establish the Board of Apartment Owners' Committee; to select and enter into a contract with the Management Company for the purposes of management and operation of the Apartment Building from the date on which the Apartment Building is put into use until the Board of Apartment Owners' Committee is established;

- g) To unilaterally terminate this Agreement in accordance with Article 15 hereof;
- h) To request the Purchaser to pay a penalty for its contractual breach against this Agreement and to pay compensation for its breach subject to penalties or compensations pursuant to this Agreement, or pursuant to a decision of a competent State authority;
- i) The relevant trademark and trade name of the Project shall belong to the ownership of the Seller and subject to the decision of the competent State authority;
- j) To have the full right to own, manage, and transact, and other rights under the laws in relation to the Seller's Private-Owned Component in accordance with the laws of Vietnam, the approved design, and this Agreement;
- k) In the case that this Agreement is terminated in accordance with Article 15, the Seller has the sole discretion to dispose of and sell the Apartment to any third party, except for the case whereby the Apartment has been officially handed over to the Purchaser and the Parties have executed an Apartment Handover Minutes or an Event of Force Majeure occurs after handing over of the Apartment to the Purchaser;
- l) To have the right to designate a bank having sufficient capacity to guarantee the Seller's financial obligations to the Purchaser in case of the failure by the Seller to hand over the Apartment according to schedule set out in this Agreement and the provisions of the applicable laws;
- m) To have the right to refuse the performance of the Apartment Warranty, to refuse to carry out the procedures for obtaining the Certificate to the Purchaser in the event that the Purchaser fits out, repairs the Apartment causing a change to the initial structure/design plan of the Apartment without obtaining prior written approval from the Seller and/or the Management Company or the Board of Apartment Owners' Committee (as the case may be);
- n) To have the right to reserve ownership over the Apartment until the Purchaser fulfills its payment obligations and other obligations as agreed in this Agreement; and
- o) Other rights in accordance with this Agreement and the provision of laws.

## 5.2 Obligations of the Seller:

- a) To provide the Purchaser with accurate information on the approved detailed planning, the approved designs of the Apartment Building, and the approved design of the Apartment; to provide the Purchaser together with this Agreement one (01) copy of the approved layout of the Apartment, one (01) copy of the approved layout of the floor on which the Apartment is located, and one (01) copy of the approved layout of the Apartment Building and relevant legal documents to the sale and purchase the Apartment as prescribed in Article 2.3;
- b) To build the Apartment and the infrastructure works in accordance with the approved planning, the approved contents of the Project dossier and schedule, to ensure that the Purchaser is able to normally use and live in the Apartment upon the handover of the Apartment;

- c) To ensure the quality of construction, technical and aesthetic architecture of the Apartment Building in accordance with the applicable design and technical standards;
- d) To keep the Apartment in order during the time commencing of construction completion until the Apartment Handover Date; to perform the Apartment Warranty in accordance with Article 9 of this Agreement;
- e) To hand over the Apartment and legal documents related to the Apartment to the Purchaser in accordance with the timeline mutually agreed upon in this Agreement;
- f) To guide and assist the Purchaser in entering into service contracts with service suppliers, such as electricity, water, telecommunications, television, cable, etc.;
- g) To pay land use fees and other fees and expenses relating to the sale of the Apartment in accordance with the laws;
- h) To conduct the procedure for issuance of the Certificate by the competent State authority to the Purchaser within fifty (50) days from the date of handing over the Apartment to the Purchaser. The Seller shall serve the Purchaser with written notice regarding the submission of the relevant documents for the Seller to conduct the procedure for issuance of the Certificate to the Purchaser.

Within 14 (fourteen) days from the date of receipt of the Seller's written notice, if the Purchaser fails to fully provide the Seller with the documents as noticed without justified reasons, the Purchaser shall be deemed to voluntarily conduct the procedures of application for issuance of the Certificate and the Seller shall not need to obtain any further consent by the Purchaser's request to voluntarily conduct the procedures of application for issuance of the Certificate. When the Purchaser voluntarily carries out the procedures of application for issuance of the Certificate, the Seller is responsible for supporting and providing the Purchaser with sufficient legal documents of the Apartment;

- i) To organize the first General Meeting in order to establish the Board of Apartment Owners' Committee; to perform the tasks of the Board of Apartment Owners' Committee when the Board of Apartment Owners' Committee has not been established;
- j) To assist the Purchaser in carrying out procedures to mortgage the Apartment being purchased to a credit institution at the request of the Purchaser before the Certificate is issued to the Purchaser;
- k) To pay to the Purchaser penalty for its contractual breach and compensation for damages if the Seller breaches any agreements which are subject to penalty or compensation in accordance with this Agreement, or pursuant to a decision of a competent State authority;
- l) To pay the 2% Maintenance Fee in accordance with the laws for components belonging to the Seller's Private-Owned Component into the bank account in accordance with the laws on housing for the Board of Apartment Owners' Committee to take over and manage after its establishment in accordance with Article 3.3(b) hereof and the laws;
- m) To ensure safety, order of information of the Purchaser in accordance with the Law on protection of consumers' rights and other related regulations of law. The Seller is only entitled to use the information of the Purchaser to directly serve for the Parties' performance of obligations provided hereof. The collection, use of the Purchaser's information (including the sharing, disclosing, and transferring the information of the Purchaser to a third party) in other cases shall have to get the Purchaser consent in accordance with the regulations of Law on protection of consumers' rights;

- n) Disclose the contract in accordance with the provisions of real estate business law. In cases where the Seller and the Purchaser agree on contents to be stipulated in the contract that are not included in the standard contract form according to real estate business law, and these contents are subject to registration and disclosure according to other laws, the Parties shall enter into an appendix of the contract to separately stipulate these contents; the Seller uses such appendix to carry out registration and disclosure in accordance with relevant laws; and
- o) Other obligations in accordance with this Agreement and the provision of laws.

## **ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE PURCHASER**

### **6.1 Rights of the Purchaser:**

- a) To take over the Apartment as described in Article 2 having quality equipment, and materials as described in the table of specifications in Schedule 8 and the dossier of the Apartment as agreed in this Agreement;
- b) To use 6m<sup>2</sup> parking lot(s) for motorbike in the parking area of the Apartment Building at any vacant motorcycle parking spaces available at the time of use by the Purchaser;
- c) To request the Seller to perform the procedures for the issuance of the Certificate in accordance with the laws (except for the case that the Purchaser voluntarily conducts such procedures as set forth in Article 5.2(h) hereof);
- d) To have full rights to own, use, and transact over the Apartment being purchased in accordance with the provisions of the applicable laws and this Agreement; and to use infrastructure services either directly supplied to the Apartment by the service suppliers or supplied through the Seller upon taking over of the Apartment in accordance with the terms and conditions on the use of such services provided by the relevant service suppliers;
- e) To receive the Certificate upon the payment of 100% Apartment Gross Selling Price, and taxes, fees, and expenses relating to the Apartment as agreed in this Agreement and the provisions of laws;
- f) To request the Seller to complete the construction of the technical infrastructure works in accordance with the Project's approved content and schedule;
- g) To have the right to refuse to take over the Apartment if the Seller fails to complete the construction and put the infrastructure works serving the essential and normal residential needs of the Purchaser in accordance with Article 4.4 or in case the Apartment Actual Usable Floor Area is smaller/larger by 2%<sup>13</sup> compared to the Apartment Usable Floor Area provided in this Agreement. The refusal of the handover of the Apartment in such cases shall not be deemed a violation of the Purchaser against the handover conditions towards the Seller.
- h) To request the Seller to organize the first General Meeting in order to establish the Board of Apartment Owners' Committee where the Apartment is located when the

---

<sup>13</sup> To fill in at the time of signing this Agreement (not exceeding 5% in the case where the Apartment Usable Floor Area in this Agreement is determined based on the area in the approved design, rather than the actual area of the apartment after construction completion; or not exceeding 2% in the case where Apartment Usable Floor Area in this Agreement is determined based on the actual area of the apartment after the Apartment Building has been completed the construction and put into use).

conditions for the establishment have been satisfied in accordance with the applicable laws;

- i) Before the Certificate is issued to the Purchaser, to have the right to request the Seller to support in procedures to mortgage the Apartment being purchased to a credit institution organization in case the Purchaser needs to mortgage the Apartment to a credit institution organization;
- j) To request the Seller to pay the Maintenance Fee in accordance with the agreement in Article 3.3(b) hereof;
- k) To have the right to transfer this Agreement, or dispose, or transfer the Apartment to any third party under the conditions and terms of this Agreement in accordance with the provisions of the applicable laws, including the conditions set forth in Article 6.2(m) hereof;
- l) To request the Seller to provide the Apartment Warranty in accordance with the provisions of this Agreement; and
- m) Other rights in accordance with this Agreement and the provision of laws.

6.2 Obligations of the Purchaser:

- a) To pay in full and on time the Apartment Gross Selling Price, including Maintenance Fee in accordance with Article 3 hereof;
- b) To take over the Apartment in accordance with the agreements hereof;
- c) From the date of taking over the Apartment in accordance with Article 8 hereof, the Purchaser is fully liable for the Apartment being purchased (except for the cases that fall within the scope of the Seller's responsibility for the Apartment Warranty) and takes self-responsibility for taking out and maintaining necessary insurance policies to cover all risks, losses and damages in relation to the Apartment, and the civil liability pursuant to the laws;
- d) From the date of taking over the Apartment in accordance with Article 8, irrespective of whether the Purchaser uses the Apartment or not, the Apartment shall be managed and under the Maintenance in accordance with the Internal Rules and the Purchaser is responsible for complying with the provisions of the Internal Rules;
- e) To pay taxes, expenses, and fees payable by the Purchaser in accordance with the laws and as agreed in Article 7 hereof;
- f) To pay the service fees, such as electricity, water, television, cable, satellite television, telecommunications, etc., and other taxes and fees arising in accordance with relevant regulations due to the Purchaser's usage of the relevant services;
- g) To pay the Management And Operation Fee and other fees as agreed in Article 3.1(b) hereof, irrespective of whether the Purchaser uses the Apartment or not;
- h) To comply with the Regulations on the management and use of apartment buildings as provided by the laws and the Internal Rules enclosed in this Agreement;
- i) To facilitate the Management Company in the Maintenance, management, and operation of the Apartment Building;
- j) To use the Apartment properly for the residential purpose in accordance with the regulations under the law on residential housing and agreements in this Agreement;
- k) To pay to the Seller the penalty for contractual breaches against this Agreement, compensation for losses and damages, the Late Payment Interest if the Purchaser



breaches any agreements which are subject to penalty or compensation pursuant to the provisions of this Agreement, or pursuant to a decision of a competent State authority;

- l) To fulfill other obligations under any decision of the competent State authority when breaching the regulations on management and use of the Apartment Building;
- m) To agree, undertake, represent, and warrant that: (i) all amounts paid to the Seller by the Purchaser in accordance with this Agreement shall only be made directly from the bank account opened under the Purchaser's name in accordance with the policy of the relevant bank and applicable laws. In case the Purchaser legally authorizes a third party to pay any part of the amounts under this Agreement ("**Authorized Third Party**"), the Purchaser hereby undertakes to take full responsibility for the payment made by the Authorized Third Party and for the amounts paid by the Authorized Third Party and the payment of the amounts made by the Authorized Third Party shall in all cases be treated as the payment of such amounts made by the Purchaser in accordance with the terms and conditions of this Agreement; and (ii) all amounts paid or to be paid by the Purchaser or the Authorized Third Party to the Seller are legally obtained and not through any acts breaching or violating the laws and regulations of Vietnam or of any other jurisdictions including the criminal, terrorism or money laundering regulations; and (iii) the Purchaser shall timely provide the Seller with documents to prove the legality of the source of funds of the payment (including the payments made by the Authorized Third Party) in case the Seller receives the request of proving the Purchaser's legality of the source of funds from the competent authority; and (iv) the Purchaser shall cooperate with the Seller and provide the Seller with all necessary assistance in order for the Seller to comply with the applicable laws and regulations relating to anti-money laundering.

For the avoidance of doubt, if the payment for purchasing the Apartment is identified as the illegal amount by the competent authority, the Seller shall have the right to reject the payment that is not compliant with the provisions set out in Article 6.2(m)(i) and/or Article 6.2(m)(ii) ("**Invalid Amount**") and notify the Purchaser about such Invalid Amount. In such case, the Seller is entitled to:

- (m.1) to terminate this Agreement and the return of the amounts paid by the Purchaser to the Seller (including the Invalid Amount) shall be made in accordance with (x) Article 15.1(f) hereof or (y) the instruction or decision of the competent State authority (where applicable) and applicable laws;

or

- (m.2) to return to the Purchaser or the Authorized Third Party (as the case may be) the Invalid Amount received by the Seller (without any interest, penalty, compensation) and/or handle in accordance with the instruction or decision of the competent State authority (where applicable), and request the Purchaser to pay an amount equivalent to the Invalid Amount from the bank account opened under the Purchaser's name in accordance with the policy of the relevant bank and applicable laws within 7 (seven) days from the date the competent authority identifies the payment for purchasing the Apartment is Invalid Amount, and where applicable, the Purchaser shall pay the Seller a late payment interest of 0.033% (zero point zero three three percent) per day accrued on the late payment amounts from the date immediately following the expiry date of the aforesaid 7 (seven) days period until the date on which the Seller has received in full such amount equivalent to the Invalid Amount transferred from the bank account opened under the Purchaser's name in accordance with the policy of the relevant bank and applicable laws. For the avoidance of doubt, the amounts

that the Purchaser has to pay to the Seller in accordance with Article 6.2(m.2) shall be deemed to be the payment for the Apartment Gross Selling Price and/or Other Payable Amounts as prescribed in Article 3.1(b) and if the Purchaser delays paying such amounts to the Seller as prescribed in Article 12.1(b), the Seller shall have the right to unilaterally terminate this Agreement as provided in Article 15.1(b) hereof;

and/or

(m.3) to take any other measure, statutory requirement as required by the laws and/or the competent State authorities;

- n) To undertake and warrant that the Purchaser is eligible to purchase and own the Apartment in accordance with the laws of Vietnam and the terms and conditions set forth in this Agreement; including the case when the Purchaser changes its member/shareholder. In case the Purchaser breaches its commitments and obligations under this Article 6.2(n), (i) the Seller is entitled (but not obligated) to give the Purchaser a period of time to adjust its member/shareholder in accordance with the applicable laws ensuring that the Purchaser is eligible to purchase and own the Apartment, but in any case will not last more than 15 Working Days from the date the Seller notifies the Purchaser; and (ii) the Purchaser shall immediately and within the timeline given by the Seller as provided in Article 6.2(n)(i), at its own costs and expenses, to perform and complete the relevant adjustment to ensure the Purchaser's compliance with its commitments and obligations under this Article 6.2(n) and shall bear all the costs, expenses, fees, penalties (if any) and compensate the Seller for all damages arising corresponding to the Purchaser's breach as identified by the decision of a competent State authority in accordance with the laws.

Unless otherwise approved by the competent State authority, at the expiry of the aforesaid period, if the Purchaser has not completed the relevant adjustments and paid the incurred amounts mentioned above, the Parties agree to deal with one of the following methods:

- (n.1) terminate the Agreement in accordance with Article 15.1(f) (except for the case the Apartment has been officially handed over to the Purchaser and the Parties have signed the Apartment Handover Minutes), or
- (n.2) deem that the Purchaser has chosen to voluntarily carry out the procedures to obtain the Certificate due to its failure to comply with instructions and requirements of the Seller related to the procedures for issuance of the Certificate, accordingly in such a case, the Parties shall comply with the provision on the voluntary performance of the procedures for the issuance of the Certificate by the Purchaser as prescribed in Article 5.2(h).
- o) For the purposes of carrying out the procedures for the issuance of the Certificate to the Purchaser in accordance with the provisions of the applicable laws and the requirements of the competent State authority, the Purchaser is responsible for cooperating with the Seller and take all necessary actions and things in accordance with law and as required by the competent State authority, including (i) to present in person or appoint its representative(s) or its duly authorized representative(s) to present at the offices of the competent State authority or to participate in meetings with the relevant competent State authorities; (ii) to provide necessary certificates, documents, and papers whenever being requested to do so; and (iii) to sign additional documents or contracts as required by the competent State authority during the performance of this Agreement and the application for the issuance of the Certificate. In accordance with

the terms and conditions of this Agreement, the Purchaser shall bear and be responsible for paying to the Seller timely and sufficiently the Apartment Gross Selling Price, fees, charges, taxes, penalties, compensation for losses and damages, and Other Payable Amounts (if any) that the Purchaser is responsible in accordance with this Agreement and the applicable laws;

- p) To respect and do not perform any act that obstructs or affects the right of conducting business and management of the Seller to the un-sold apartments within the Apartment Building provided that the business and management of the Seller comply with the approved design, applicable law and do not affect the ownership, the use of private-ownership areas of the owners and the Common-Owned Component And/Or Common-Used Component within the Apartment Building;
- q) To acknowledge that the Apartment located on the ground floor of the Apartment Building at the street front is for residential purposes only in accordance with Article 2.1(d)<sup>14</sup>; and
- r) Other obligations in accordance with this Agreement and the provision of the applicable laws.

## **ARTICLE 7. TAXES AND OTHER RELEVANT FEES AND CHARGES**

- 7.1 The Purchaser shall pay registration fees, taxes, fees, and charges relating to the issuance of the Certificate to the Purchaser in accordance with the applicable laws when the Seller conducts procedures of application for the issuance of the Certificate to the Purchaser, and those arising throughout the term of ownership and use of the Apartment from the time on which the Purchaser takes over the Apartment.
- 7.2 The Purchaser is responsible for paying taxes, fees, charges, or costs (if any) in accordance with the applicable laws in relation to the transfer, sale of the Apartment, or gifting, inheritance, or lease of the Apartment.
- 7.3 The Seller is responsible for paying the amounts subject to the Seller's financial obligations to the State in accordance with the applicable laws.
- 7.4 Except for the Apartment Gross Selling Price (exclusive of Maintenance Fee), all amounts stipulated in this Agreement are exclusive of VAT. The Purchaser shall immediately pay VAT imposed on such amounts in accordance with the laws upon being requested by the Seller and/or the competent State authorities.
- 7.5 The Parties hereby agree that the VAT shall be calculated based on the Apartment Net Selling Price excluding the deductible land cost as provided by the laws ("**Respective VAT**"). The payable Respective VAT may be adjusted subject to the applicable laws from time to time and based on the guidance of the competent State authority in respect of the determination of the land costs/land use fee for the Project and the Purchaser shall pay the Respective VAT corresponding to its respective installments as set forth the payment schedule in Schedule 2 hereof. In the case of any adjustment that causes a difference between the total amount of the Respective VAT in Schedule 2 hereof and the amount of VAT being adjusted under the applicable laws and/or the guidance of the competent State authority, the Seller shall adjust the Respective VAT of the subsequent installments right after the time of the adjusted amount VAT is determined to ensure that the total amount of the Respective VAT to be paid by the Purchaser under this Agreement in any cases shall not exceed the amount of VAT being

---

<sup>14</sup> Only applied for the apartment located on the ground floor of the Apartment Building at the street front.

adjusted in accordance with the applicable laws and/or in accordance with the guidance of the competent State authority. The Parties shall enter into an annex on amendment of the Agreement (in accordance with the template in Schedule 9 hereof) to record the adjusted VAT and the payment of such adjusted VAT. The Seller is obligated to issue a VAT invoice to the Purchaser in accordance with the payment schedule as stipulated in this Agreement and in accordance with the provisions of laws on invoice. The original copy of the VAT invoice shall be used by the Seller to perform the procedures for the issuance of the Certificate in accordance with the laws (except for the case that the Purchaser voluntarily conducts the procedure for issuance of the Certificate as set forth in Article 5.2(h), the Seller shall handover the original copy of VAT invoice to the Purchaser).

- 7.6 If the Seller is required to pay or has paid, on behalf of the Purchaser, any taxes, fees, or charges that the Purchaser is obliged to pay under this Agreement and/or applicable law, the Purchaser shall reimburse the Seller for such payments within 10 (ten) days from the date the Purchaser receives the Seller's request for the reimbursement. If the Purchaser delays or fails to fully reimburse the Seller such amounts for more than 10 (ten) days, in addition to the obligation to fully pay such reimbursable amounts, the Purchaser is responsible for paying the Seller the Late Payment Interest as prescribed in Article 12.1 hereof.

## **ARTICLE 8. THE HANDOVER OF THE APARTMENT**

- 8.1 The conditions of the handover of the Apartment:

The Seller shall only hand over the Apartment to the Purchaser upon:

- a) the Seller having completed the construction of the Apartment Building, and the Apartment in accordance with the approved design, and the approved schedule of the Project; having used proper equipment and materials stated in Schedule 8 of the Agreement, except for the case as specified in Article 5.1(e) of this Agreement, and the technical infrastructure works, and social infrastructure works (if any) of the Apartment Building according to the approved schedule of the Project, ensuring the connection to the common infrastructure system of the area as prescribed in Article 4 hereof. In case the Apartment is handed over in a bare-fitted condition, the Seller shall finish the facade of the Apartment; and
- b) the Apartment Actual Usable Floor Area does not differ more than 2%<sup>15</sup> in comparison to the Apartment Usable Floor Area provided in this Agreement, or  
In case the Apartment Actual Usable Floor Area differs more than 2%<sup>16</sup> in comparison to the Apartment Usable Floor Area provided in this Agreement but the Purchaser agrees to take over the Apartment (in this case, the Apartment Gross Selling Price will

---

<sup>15</sup> To fill in at the time of signing this Agreement (not exceeding 5% in the case where the Apartment Usable Floor Area in this Agreement is determined based on the area in the approved design, rather than the actual area of the apartment after construction completion; or not exceeding 2% in the case where Apartment Usable Floor Area in this Agreement is determined based on the actual area of the apartment after the Apartment Building has been completed the construction and put into use).

<sup>16</sup> To fill in at the time of signing this Agreement (not exceeding 5% in the case where the Apartment Usable Floor Area in this Agreement is determined based on the area in the approved design, rather than the actual area of the apartment after construction completion; or not exceeding 2% in the case where Apartment Usable Floor Area in this Agreement is determined based on the actual area of the apartment after the Apartment Building has been completed the construction and put into use).

be adjusted according to the Apartment Actual Usable Floor Area, and the difference will be paid in accordance with the formula stated in Item 1.3 of Schedule 2 of the Agreement); and

- c) the Purchaser having not breached any provisions of this Agreement and/or regulations of the relevant laws causing the termination or invalidation of this Agreement; and after the Purchaser having completed the payment obligations of the Apartment Gross Selling Price in accordance with the payment method and schedule as set out in Article 3.3 and Schedule 2 and other due and payable amounts, interests, penalties, and compensations under this Agreement.

- 8.2 The Seller hands over the Apartment to the Purchaser on [.] (“**Estimated Handover Period**”). The handover of the Apartment may be earlier or later than the Estimated Handover Period but shall not be later than the date falling 90 (ninety) days from the due date of the Estimated Handover Period (“**Latest Handover Date**”). The Seller will notify the Purchaser in writing about the reason for the delay in the handover of the Apartment.

14 (fourteen) days before the date of apartment handover, the Seller shall serve the Purchaser a written notice (“**Handover Notice**”) expressing the time (“**Apartment Handover Date**”), venue, and procedure of the handover of the Apartment.

- 8.3 The Apartment to be handed over to the Purchaser must be in accordance with the approved design; and must properly use the equipment and materials as described in Schedule 8 hereof, except for the case set out in Article 5.1(e) hereof.

- 8.4 At the date of Apartment handover as being notified, the Purchaser or its lawfully authorized representative has to be present to inspect the actual conditions of the Apartment in comparison to the agreements in this Agreement, together with the representative of the Seller to remeasure the Apartment Actual Usable Floor Area and to sign minutes of Apartment handover (“**Apartment Handover Minutes**”).

In the event that the Purchaser or its lawfully authorized representative fails to be present to take over the Apartment in accordance with the Handover Notice of the Seller within 14 days or is present to inspect but refuses to take over the Apartment or refuse to sign the Apartment Handover Minutes without a legitimate reason (except for the case that subject to the agreements as provided in Article 6.1(g) hereof), then from the due date of handing over the Apartment according to the Handover Notice of the Seller, the Purchaser shall be deemed to have agreed, officially taken over the Apartment following the actual state, and the Seller has fulfilled its obligations to hand over the Apartment as provided in this Agreement, the Purchaser shall not have the right to cite any unreasonable reason to refuse to take over the Apartment; such refusal of the handover or not taking over of the Apartment shall be considered a breach by the Purchaser against the Agreement and shall be subject to the provision of Article 12.3 of this Agreement.

- 8.5 From the time the Seller and the Purchaser sign the Apartment Handover Minutes, the Purchaser is entitled to have the full right to use the Apartment and assume full responsibility and obligation in relation to the Apartment (except for the cases that fall within the scope of the Seller’s responsibilities for the Apartment Warranty) irrespective of whether the Purchaser uses the Apartment or not.

- 8.6 The Parties hereby discuss and agree that the delay of the Seller in handing over the Apartment to the Purchaser shall be settled in accordance with the provisions in Article 12.2 hereof.

- 8.7 For clarity, before the Apartment Handover Date, the Purchaser is not entitled to enter into or stay or use the Apartment without the prior written consent of the Seller. The Purchaser’s entry or stay or use of the Apartment after the Apartment Handover Date shall comply with this Agreement and the Internal Rules. Even though the Seller handed over the Apartment to the

Purchaser, the Purchaser still has obligations to comply with this Agreement (including the payment obligations) and if the Purchaser has not fulfilled its payment obligation under this Agreement, the Purchaser shall be deemed in breach against this Agreement and the Parties shall settle according to Article 12.1 of this Agreement.

8.8 The Apartment type to be handed over: the Seller has the full right to decide the number and the type of the apartment to be constructed and handed over within the Apartment Building in accordance with the approved planning and design. On the Execution Date, subject to the agreement by the Parties, the type of Apartment to be constructed and handed over is defined and described in detail in Schedule 1, Schedule 7, and Schedule 8 hereof. Accordingly:

- a) For the complete-fitted Apartment: the Apartment to be handed over to the Purchaser shall be constructed and fitted out by the Seller in accordance with the approved design and technical standards together with fitting out equipment and materials associated with the Apartment as prescribed in Schedule 8, unless otherwise agreed by the Parties.
- b) For the bare-fitted Apartment: the Purchaser shall be responsible, at its own expense and cost, for performing and completing the fitting out of the Apartment including the design, installation, construction, interior installation, and/or other works related to the fitting out of the Apartment according to the Apartment's design and the Purchaser's Apartment utilization needs ("**Apartment Fitting Out Works**"). The period for the Apartment's fitting out shall not exceed 12 (twelve) months from the Apartment Handover Date ("**Apartment Fitting Out Period**"). When performing the Apartment Fitting Out Works, the Purchaser has to:
  - (b.1) comply with regulations on performing the Apartment Fitting Out Works as provided in the Internal Rules; and
  - (b.2) in the event that the Apartment Fitting Out Works are not completed by the expiry date of the Apartment Fitting Out Period, the Purchaser still has to comply with regulations on the repair of damages, replacement, or installation at the Apartment and the Other Area belonging to private ownership of the Purchaser (if any) as provided in the Internal Rules and/or other regulations issued and published by the Seller, the Management Company or the Board of Apartment Owners' Committee (prior to the Purchaser's performance of Apartment Fitting Out Works) to perform, continue the Apartment Fitting Out Works.

## ARTICLE 9. APARTMENT WARRANTY

- 9.1 The Seller is responsible for providing the warranty to the Apartment in accordance with the agreements in this Agreement and laws on residential housing, other applicable laws, and its amendments and additions by the State from time to time.
- 9.2 Upon the handover of the Apartment to the Purchaser, the Seller must notify and provide the Purchaser with 01 (one) copy of the document or minutes on inspection and acceptance for putting the Apartment Building into use in accordance with the laws on construction in order for the Parties to determine the commencement date of the Apartment Warranty.
- 9.3 The scope of the apartment warranty comprises repairs, remedies for the defects of frames, columns, beams, floors, walls, ceilings, roofs, terraces, stairways, paneled sections, paving sections, plastering sections, fuel supply system, domestic electricity supply system, lighting supply system, water tank and domestic water supply system, septic tanks, and sewage drainage system, domestic waste, remedies of the cases of housing tilt, subsidence, cracking, collapse of the apartment and other contents as agreed in this Agreement. Regarding other equipment attached to the apartment, the Seller shall provide the warranty repair or replacement in accordance with the provided period by the manufacturers.

The Seller is responsible for the Apartment Warranty by way of replacing or repairing the defective items or replacing with equipment of the same type having the same quality when receiving written consent from the Purchaser. The warranty by way of replacement or repair shall be performed only by the Seller or a party authorized by the Seller.

- 9.4 The Purchaser must promptly notify the Seller within 3 (three) days from the time the Purchaser finds the Apartment has the defects which are subject to the Apartment Warranty. If the Purchaser fails to notify the defects being subject to the Apartment Warranty within the aforesaid timeline resulting in the occurrence of consequential defects, the Purchaser shall bear all costs incurred for repairing such consequential defects. Within 07 (seven) days from receipt of the notification sent by the Purchaser, the Seller is responsible for providing the Apartment Warranty in accordance with the agreements in this Agreement and the regulations of relevant laws. The Purchaser must facilitate the Seller to perform the Apartment Warranty. If the Seller delays providing the Apartment Warranty and thereby causes losses and damages to the Purchaser, the Seller is responsible for compensating the Purchaser for such actual losses and damages.
- 9.5 The Apartment shall be subject to the Apartment Warranty since the Apartment Building has been completed of construction and accepted for putting into use, and the period of the Apartment Warranty shall be 60 (sixty) months from the date on which the Seller signs the minutes on inspection and acceptance for putting the Apartment Building into use. For the finishing materials and equipment attached to the Apartment, the warranty period shall be determined based on the period provided by the manufacturer.
- 9.6 The Seller is not obliged to provide the Apartment Warranty in the following cases:
- a) Normal wear and tear;
  - b) Damages due to the fault of the Purchaser or any other users or any third party;
  - c) Damages resulted from the Event of Force Majeure;
  - d) Upon the expiry of the Apartment Warranty period as provided in Article 9.5;
  - e) Other cases not subject to the Apartment Warranty provided under Article 9.3 include the equipment and parts attached to the Apartment installed or repaired by the Purchaser without approval of the Seller.
- 9.7 Upon expiry of the period of the Apartment Warranty in accordance with Article 9.5, the repair of defects of the Apartment shall be subject to the responsibilities of the Purchaser. The Maintenance of the Common-Owned Component And/Or Common-Used Component shall be implemented in accordance with the Agreement and the laws on residential housing.
- 9.8 Immediately when discovering any defects or damages to the Apartment that are subject to the Apartment Warranty during the warranty period specified in Article 9.5, the Purchaser or the user of the Apartment is obligated to apply necessary and reasonable measures to minimize the consequences of such defects or damages. If the Purchaser or the user of the Apartment fails to apply all necessary and reasonable measures to minimize the consequences of such defects or damages or fails to comply with the conditions of the Apartment Warranty, the Purchaser shall bear partial or full costs of rectifying the consequential damages subject to the extent of the breach by the Purchaser or the user of the Apartment.

## **ARTICLE 10. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 10.1 In the event that the Purchaser needs to mortgage the Apartment to a credit institution operating in Vietnam before the Purchaser is granted the Certificate, the Purchaser has to send a written notice on such mortgage in advance to the Seller in order for the Seller to coordinate

with the Purchaser in carrying out the necessary procedure according to the regulations of the credit institution, applicable laws.

10.2 In the event that the application for the issuance of the Certificate has not yet been submitted to the competent State authority in accordance with the laws (regardless of whether the Apartment has been handed over to the Purchaser or not) but the Purchaser needs to transfer this Agreement to a third party, the Parties must comply with the conditions, procedure and relevant regulations on transfer of this Agreement in accordance with the laws on real estate business. The Seller shall not be allowed to collect any Agreement transfer fee when performing the procedure of acknowledging the transfer of the Agreement for the Purchaser.

10.3 The Parties hereby agree that the Purchaser is only allowed to transfer this Agreement to a third party upon the satisfaction of all the conditions prescribed by the laws on real estate business and upon all the following conditions are deemed satisfactory to the Seller:

- a) The Seller has received a written request for transferring the Agreement to the third party from the Purchaser;
- b) The Apartment is neither being mortgaged to any credit institution (unless approval of the relevant credit institution receiving the mortgage of this Agreement is obtained for the transfer of this Agreement from the Purchaser to the third party), nor being imposed by a restriction of transfer by any competent State authority, nor being in dispute with any third party;
- c) The Purchaser has complied with all of its obligations as agreed in this Agreement;
- d) The transferee of the Agreement must be eligible to purchase and own a house/apartment in Vietnam in accordance with the laws of Vietnam at the time of the transfer (including the conditions on ownership of foreign organizations, individuals);
- e) The Purchaser and the Seller do not have any disputes or complaints related to this Agreement and the Apartment, unless otherwise agreed by the Parties;
- f) The transferee of this Agreement must commit to comply with the provisions stipulated in this Agreement, including the obligation to pay any outstanding amounts for the Apartment Net Selling Price, any taxes, fees, and charges under this Agreement; and
- g) The transfer of the Agreement by the Purchaser to the transferee is not prohibited and is allowed by the applicable law, the Internal Rules, this Agreement, and the competent State authorities.

10.4 In the cases set out in Article 10.2 and Article 10.3, the purchaser of the Apartment or the transferee of the Agreement shall be entitled to the rights and obligated to fulfill the obligations of the Purchaser as agreed upon in this Agreement and in the Internal Rules. The Purchaser must fulfill all tax obligations arising under the provisions of laws related to the transfer of the Agreement. For clarity, the Seller shall not be responsible for refunding to the Purchaser or the transferee any amounts held by the Seller, nor for any taxes or fees (including VAT) paid by the Purchaser or any party in relation to this Agreement.

10.5 Other agreements of the Parties

The Purchaser agrees that Seller has the right to refuse the transfer of this Agreement if:

- a) The application for the issuance of the Certificate to the Purchaser has been submitted to the competent State authorities; or
- b) There is a written request to prevent the transfer by the Purchaser to the third party from a competent State authority and/or from a party having statutory right to request the prevention of the transfer; or



- c) The transfer of the Agreement is prohibited by applicable laws, the Internal Rules, this Agreement, and/or the competent State authorities.

**ARTICLE 11. PRIVATE-OWNED COMPONENTS, COMMON-OWNED COMPONENTS, COMMON-USED COMPONENTS AND THE USE OF THE APARTMENT WITHIN THE APARTMENT BUILDING**

- 11.1 The Purchaser has private ownership towards the Purchaser's Private-Owned Component and equipment being private-used attached to the Apartment as prescribed in Schedule 8 hereof; has the rights of ownership, the right of use towards the areas, equipment belonging to the Common-Owned Component And/Or Common-Used Component as prescribed in Article 11.3.
- 11.2 The areas and equipment under the Seller's Private-Owned Component include apartment(s) that shall not be sold/have not been sold. For the car parking lots for the apartment building owners, the purchaser, lease purchaser of the apartment or other areas in the Apartment Building may decide to buy or rent; in case they do not buy or rent, car parking lot(s) shall be under management of the Seller and the Seller shall not include the expenditures on the parking lot(s) construction in the selling price or lease purchase price.
- 11.3 The areas and equipment belonging to the Common-Owned Component And/Or Common-Used Component of the owners in the Apartment Building are prescribed in Part B, Schedule 4 hereof.
- 11.4 The areas under the private ownership of the other owners (if any) in the Apartment Building: None.
- 11.5 The Parties hereby agree on the Management And Operation Fee as follows:
- a) From the date on which the Seller hands over the Apartment to the Purchaser as prescribed in Article 8 hereof until the date when the Board of Apartment Owners' Committee is established and executes the contract for the management and operation services with the Management Company, the Management And Operation Fee shall be **VND 18,000/m<sup>2</sup>/month** (exclusive of VAT) and in accordance with Schedule 4 and the Internal Rules.
- The Management And Operation Fee may be adjusted but must be reasonably calculated to suit the actuality from time to time. The Purchaser is responsible for paying the Management And Operation Fee for the first 3 (three) months from the Apartment Handover Date to the Seller (or the Management Company appointed by the Seller), time to pay: on the Apartment Handover Date. Thereafter, the Management And Operation Fee shall be paid monthly and on the first day of each month.
- The list of Management And Operation Services to be provided by the Seller to the Purchaser prior to the establishment of the Board of Apartment Owners' Committee shall include the minimum services and the value-added services as stated in Schedule 12 hereof.
- b) After the establishment of the Board of Apartment Owners' Committee, the list of Management And Operation Services, the rate of Management And Operation Fee, and the payments thereof shall be decided by the General Meeting and subject to agreements between the Board of Apartment Owners' Committee and the Management Company.
- c) In case the provincial People's Committee where the Apartment Building is located has regulations in relation to the rate for the management and operation fee of an apartment building, such fee shall be paid in accordance with the regulations of the State, unless otherwise agreed by the Parties.

## ARTICLE 12. RESPONSIBILITIES OF THE PARTIES AND DEALING WITH BREACHES OF THE AGREEMENT

12.1 The Parties hereby agree on the following remedying forms or methods in the event the Purchaser delays paying the Apartment Gross Selling Price, the Management and Operation Fee, and/or Other Payable Amounts:

- a) In case the Purchaser delays paying any due amount of the Apartment Gross Selling Price, or the Management And Operation Fee, or Other Payable Amounts for more than 10 (ten) days from the due date for payment of such amount, the Purchaser is required to pay the Seller such amount and a late payment interest on such overdue amount (“**Late Payment Interest**”) which shall be calculated based on the interest rate of 0.033% (zero point zero three three percent) per overdue day, and counted from the date immediately following the expiry date of the aforesaid 10 (ten) day period until the date on which the Seller receives such amount in full; and
- b) During the implementation of this Agreement, if the total number of days of the Purchaser’s delay paying all installments or the payable due amount under this Agreement exceeds 90 (ninety) days and the Seller has delivered to the Purchaser 3 (three) written notices requesting the Purchaser to pay the overdue amounts (including the Late Payment Interest, if any) but the Purchaser remains its failure to pay such amount and the Late Payment Interest (if any) upon delivery of the 3<sup>rd</sup> (third) notice by the Seller to the Purchaser, the Seller has the right to unilaterally terminate this Agreement in accordance with Article 15.1(b) hereof.

In such case, the Seller (i) has the right to sell the Apartment to another purchaser(s) without consent from the Purchaser but has to send a written notice to the Purchaser at least 30 (thirty) days in advance, and (ii) shall refund to the Purchaser the amounts as provided in Article 15.2(a) hereof.

12.2 The Parties hereby agree on the following remedying form and method if the Seller delays the handover of the Apartment to the Purchaser:

- a) In case the Purchaser has paid the Apartment Gross Selling Price in accordance with the agreed payment schedule or already remedied all breaches in payment obligations as set out in this Agreement (if any) but after 10 (ten) days from the Estimated Handover Period<sup>17</sup> the Seller still fails to hand over the Apartment to the Purchaser, the Seller shall pay the Purchaser a penalty of 0.033% (zero point zero three three percent) per day (“**Late Handover Interest**”) calculated on the amount of the Apartment Gross Selling Price which the Seller has actually and duly received from the Purchaser in accordance with this Agreement from (and inclusive of) the date immediately following the 10 (ten) days from the Estimated Handover Period<sup>18</sup> until the date on which the Apartment is handed over to the Purchaser; and
- b) In case more than 90 (ninety) days from the Estimated Handover Period the Seller still fails to hand over the Apartment to the Purchaser, the Seller has to provide the Purchaser with written notice of reasons for such delay in the handover of the Apartment and propose another handover date for the Purchaser’s consideration and the Purchaser has the right either (i) to continue implementing the Agreement or (ii) to

---

<sup>17</sup> To fill in “the Latest Handover Date” for off-plan apartments/to fill in “a period of 10 (ten) days from the Estimated Handover Period” for available apartments.

<sup>18</sup> To fill in “the Latest Handover Date” for off-plan apartments/to fill in “a period of 10 (ten) days from the Estimated Handover Period ” for available apartments.

terminate this Agreement in accordance with Article 15.1(c) hereof. In case of termination under this provision, the Seller must refund and pay to the Purchaser the amounts as provided in Article 15.2(b) hereof.

- 12.3 If the Apartment meets all the conditions required for handover to the Purchaser in accordance with this Agreement on the Apartment Handover Date, and the Purchaser delays taking over the Apartment in accordance with the Handover Notice, without prejudice to any other rights available to the Seller under this Agreement and the applicable laws, the Seller may offer the Purchaser a period of time for settling the delay in taking over of the Apartment for a maximum of 7 (seven) days from the Apartment Handover Date as stated in the Handover Notice. Upon expiry of such time limit, if the Purchaser continues (i) refusing to take over the Apartment and/or (ii) failing to give any response to the Seller on whether the Purchaser takes over the Apartment or not, the Seller shall be entitled to unilaterally terminate this Agreement in accordance with Article 15.1(e) and the Purchaser shall be required to perform its obligations under Article 15.2(a) hereof.
- 12.4 When the Seller hands over the Apartment however the Apartment Actual Usable Floor Area is smaller/larger by 2%<sup>19</sup> compared to the Apartment Usable Floor Area as stated in this Agreement, the Purchaser has the right to refuse to take the handover of the Apartment, accordingly, the breach shall be handled subject to Article 12.2 of this Agreement.

### **ARTICLE 13. UNDERTAKINGS OF THE PARTIES**

13.1 The Seller undertakes that:

- a) The Apartment described in Article 2 hereof is neither sold to any other person nor subject to any prohibition of transaction by relevant laws;
- b) The Apartment described in Article 2 is constructed in accordance with the approved planning, design, and drawings that the Seller has provided to the Purchaser, ensuring the quality and the construction materials as agreed in this Agreement.

13.2 The Purchaser undertakes that:

- a) The Purchaser has carefully studied and considered the information about the Apartment;
- b) The Purchaser has been provided by the Seller with copies of necessary documents, data, and information relevant to the Apartment. The Purchaser has carefully read and understood the terms and conditions of this Agreement as well as Schedules attached hereto, and concurrently has examined all relevant issues which, in the Purchaser's opinion, are necessary to be checked in terms of the accuracy thereof;
- c) All amounts paid or to be paid for the purchase of the Apartment in accordance with this Agreement are lawful and not subject to dispute with any third party. The Seller shall not be responsible for the dispute between the Purchaser and a third party of any amounts paid by the Purchaser to the Seller in accordance with this Agreement. If there

---

<sup>19</sup> To fill in at the time of signing this Agreement (not exceeding 5% in the case where the Apartment Usable Floor Area in this Agreement is determined based on the area in the approved design, rather than the actual area of the apartment after construction completion; or not exceeding 2% in the case where Apartment Usable Floor Area in this Agreement is determined based on the actual area of the apartment after the Apartment Building has been completed the construction and put into use).

is any dispute about the amounts paid for the purchase of the Apartment in accordance with this Agreement, this Agreement remains effective with the Parties; and

- d) The Purchaser shall provide necessary documents upon the Seller's request in accordance with the legal regulations in order to conduct the procedure for issuance of the Certificate to the Purchaser.

13.3 The Parties enter into this Agreement voluntarily, without coercion or deceit.

13.4 If one or more provisions of this Agreement are declared invalid, ineffective, or unenforceable by the competent State authority in accordance with prevailing laws, the other terms and conditions of this Agreement shall remain valid and binding upon the Parties. The Parties shall mutually agree to amend any invalid, ineffective, or unenforceable terms and conditions in accordance with the laws and the Parties' wills.

13.5 The Parties hereby undertake to implement properly the mutual agreements stipulated herein.

#### **ARTICLE 14. EVENT OF FORCE MAJEURE**

14.1 The Parties mutually agree that any of the following events shall be considered the Event of Force Majeure:

- a) Due to war or natural disasters or changes in laws and policies by the State;
- b) Due to acts in compliance with decisions of competent State authority or other cases as stipulated in the laws;
- c) Due to accidents, illnesses requiring emergency treatment at a medical facility; and
- d) Other cases as stipulated by laws.

14.2 A financial hardship shall not be considered an Event of Force Majeure.

14.3 Upon the occurrence of the Event of Force Majeure, the Party affected by the Event of Force Majeure is obligated to notify the other Party in writing or directly inform the other Party within 10 (ten) days from the date occurring the Event of Force Majeure. The failure of the affected Party to perform its obligations shall not be considered a breach of its obligations under the Agreement and shall not serve as a basis for the other Party to terminate this Agreement.

14.4 The performance of obligations under the Agreement by the Parties shall be suspended during the occurrence of an Event of Force Majeure. The Parties shall resume the performance of their obligations after the Event of Force Majeure has terminated, except for the cases as provided in Article 15.1(d) hereof.

#### **ARTICLE 15. TERMINATION OF THE AGREEMENT**

15.1 This Agreement shall be terminated upon an occurrence of either following events:

- a) The Parties mutually agree in writing to terminate this Agreement. In this case, the Parties shall enter into an agreement specifying conditions, and timeline for the termination of this Agreement;
- b) The Purchaser delays the payment to the Seller as agreed in Article 12.1(b);
- c) The Seller delays the handover of the Apartment to the Purchaser as prescribed in Article 12.2(b);
- d) In the event that the Party affected by the Event of Force Majeure is unable to remedy to continue the performance of its obligations after 180 (one hundred and eighty) days, commencing on the occurrence of the Event of Force Majeure and the Parties have not reached any other agreement, either Party shall be entitled to unilaterally terminate this

Agreement by serving a written notice to the other Party of 15 (fifteen) days before the intended termination date and such termination of this Agreement shall not be deemed as a breach of this Agreement;

- e) The Purchaser delays taking over the Apartment as prescribed in Article 12.3; or
- f) The cases as prescribed in Articles 6.2(m.1) and Article 6.2(n.1).

15.2 Consequences arising from the termination of the Agreement in accordance with Article 15.1 are resolved as follows:

- a) In case the Seller terminates this Agreement in accordance with Article 15.1(b), or Article 15.1(e) by serving the Purchaser a written notice of termination, the Purchaser shall be required to:
  - (a.1) Pay to the Seller the Late Payment Interest as prescribed in this Agreement; and
  - (a.2) Pay a penalty equivalent to 20% (twenty percent) of the Apartment Net Selling Price to the Seller.

Within 30 (thirty) days from the date on which the Seller serves the Purchaser the written notice of termination, the Seller shall refund to the Purchaser the remaining Apartment Gross Selling Price which the Seller has actually and duly received (if any) from the Purchaser without payment of any interest, after deducting the amounts as specified in this Article 15.2(a), if any.

- b) In case the Purchaser terminates this Agreement in accordance with Article 15.1(c), within 30 (thirty) days from the date of the written termination notice by the Purchaser, the Seller shall (i) refund to the Purchaser the Apartment Gross Selling Price which the Seller has actually and duly received from the Purchaser after deducting the incurred Late Payment Interest specified in this Agreement, and (ii) pay the Purchaser the Late Handover Interest calculated from (and inclusive of) the date immediately following the period of 10 (ten) days from the Estimated Handover Period <sup>20</sup> until the 90<sup>th</sup> (ninetieth) day from the Estimated Handover Period <sup>21</sup>, and (iii) pay the Purchaser a penalty equivalent to 20% (twenty percent) of the Apartment Net Selling Price.
- c) In case this Agreement is terminated in accordance with Article 15.1(d), the Seller shall refund to the Purchaser the Apartment Gross Selling Price which the Seller actually and duly received in accordance with this Agreement, within 60 (sixty) days from the date of termination of the Agreement, without any interest, penalty, or compensation.
- d) In case the Agreement is terminated in accordance with Article 15.1(f), accordingly:
  - (d.1) In case the Seller unilaterally terminates the Agreement in accordance with Article 6.2(m.1), within 60 (sixty) days from the date of termination of the Agreement, the Seller shall return to the Purchaser or the third party payer (as the case may be) (without any other interest, penalty and compensation) the amounts paid by the Purchaser to the Seller and/or settle according to instruction or decision of the competent State authority (if applicable); or

---

<sup>20</sup> To fill in “the Latest Handover Date” for off-plan apartments/to fill in “a period of 10 (ten) days from the Estimated Handover Period ” for available apartments.

<sup>21</sup> To fill in “the 90<sup>th</sup> (ninetieth) day from the Latest Handover Date” for off-plan apartments/to fill in “the 90<sup>th</sup> (ninetieth) day from the Estimated Handover Period ” for available apartments.

(d.2) In case the Parties terminate the Agreement in accordance with Article 6.2(n.1), the Purchaser shall:

- (i) Pay to the Seller the Late Payment Interest (if any) as prescribed in this Agreement; and
- (ii) Pay a penalty equivalent to 20% (twenty percent) of the Apartment Net Selling Price to the Seller.

Within 30 (thirty) days from the date of termination of the Agreement, the Seller shall refund to the Purchaser the remaining Apartment Gross Selling Price which the Seller has actually and duly received from the Purchaser without payment of any interest, after deducting the amounts specified above, if any.

15.3 In all cases of termination of the Agreement as mentioned above, the Purchaser shall coordinate with the Seller to perform the procedures in accordance with the applicable laws to terminate the Agreement.

#### **ARTICLE 16. NOTICE**

16.1 The proper address to receive the notices of each Party shall be the correspondence address as provided in each Party's information in the preamble of this Agreement unless otherwise informed of the change in writing to the other Party as mentioned in Article 16.5.

16.2 Forms of notice between the Parties shall be:

- a) via hand-delivery/postal letter, or
- b) email of the Seller: as provided in the information of the Seller at the preamble of the Agreement,  
email of the Purchaser: .....<sup>22</sup>, or
- c) any other forms of direct communication such as face-to-face dialogue, meeting in person, or online meeting.

16.3 Recipient of notices:

- a) From the Seller: [Head of Development of Residential Houses Project] or the General Director.
- b) From the Purchaser: the Representative (as defined in Article 17.1 hereof).

16.4 Any notice, request, information, or complaint arising from and/or relating to this Agreement (“**Correspondence**”) must be provided in writing. The Parties agree that any Correspondence shall be deemed to have been received if it is sent to the correct address, correct recipient, in the correct form of receiving notice as agreed in Article 16.1, Article 16.2, and Article 16.3 and within the following timeline:

- a) On the date of delivery in the case of delivery by hand and with the signature of the recipient;
- b) On the 3<sup>rd</sup> (third) day from the postmark date in the case of delivery by express mail service; and
- c) Upon the time that the email has been recorded as “Đã gửi/Sent” without any notification of “Thư chưa gửi/Un-delivered message” in case of delivery via email.

---

<sup>22</sup> If the Purchaser agrees email is the form of notice receiving by the Seller, then input the blank.

- 16.5 The Parties must provide a written notice to each other for any changes in bank account number, address, form of notice, and name of the recipient. If the Party having such changes fails to notify the other Party of such changes, the other Party shall not be responsible for the failure of the Party having the changes in receiving the Correspondence.
- 16.6 The Parties further agree that if any person residing at the Purchaser's address as mentioned in Article 16.1 above (regardless of permanent or temporary residence), or any member of the family household of the Purchaser who on behalf of the Purchaser receives the Correspondence sent by the Seller to the Purchaser and/or sign the bill of receipt of mail issued by the mail service provider (if any), it shall be deemed that (i) the Purchaser has received such Correspondence and (ii) the Seller has delivered the Correspondence to the correct address, correct recipient, in correct form of notification as mentioned in Article 16.4.

#### **ARTICLE 17. OTHER AGREEMENTS**

- 17.1 In the event that the Purchaser consists of more than one person, (i) all references to the Purchaser in this Agreement shall be the references to each and all of the Purchaser, and (ii) all obligations and liabilities of each and all of the Purchaser hereunder are joint and several, and (iii) the Seller shall not be obligated to determine the personal obligations of the Purchaser or of each person of the Purchaser to the Seller. For convenience, (i) each and all persons of the Purchaser shall authorize the person whose name is in the first position in the Purchaser's introduction above to be their representative to communicate and execute the transactions contemplated under this Agreement or other transactional documents with the Seller in respect of or in connection with the Apartment ("**Representative**"), and (ii) all actions made by the Representative shall bind all persons of the Purchaser, and (iii) the Seller shall not be required to obtain any separate or mutual consent from each of the persons of the Purchaser. However, notwithstanding the foregoing authorization, if it is required to have any or all documents signed by all persons of the Purchaser, all persons of the Purchaser shall take their responsibility to sign any or all of such documents. For clarification, unless the Purchaser mortgages this Agreement and/or the Apartment at a bank, or there is a legitimate authorization provided by the Purchaser or other instructions decided by competent authorities, the Seller shall hand over the Certificate to all of the Purchaser(s) whose information is specified in the Preamble of this Agreement and who are legally recognized spouses under applicable law. For this purpose, all of the Purchaser(s) must be physically present at the location and at the same time as required by the Seller to receive the Certificate. For the avoidance of doubt, the Seller shall not be responsible for determining the several rights of each of and/or all persons of the Purchaser toward the handover of the Certificate from the Seller.
- 17.2 The rights and remedies set out in this Agreement are cumulative and without prejudice to any other legitimate rights or remedies in accordance with the laws unless expressly waived in this Agreement.
- 17.3 To the maximum extent as allowed by the laws of Vietnam, a waiver by a Party of any contractual breach under this Agreement by the other Party shall not be considered as a waiver by the waiving Party toward any repeat of this contractual breach or any other contractual breach by the defaulting Party. The failure to exercise or any delay in exercise of, in whole or in part, of any Party of any right or remedy hereunder or by the laws shall not prevent such Party from any further or other exercise of any other right or remedy.
- 17.4 The Parties agree that the transfer of ownership rights of the Apartment from the Seller to the Purchaser shall occur at the time when the Purchaser takes over the Apartment from the Seller.

#### **ARTICLE 18. DISPUTE RESOLUTION**

In the event of any dispute between the Parties over any content of this Agreement, the Parties shall discuss and resolve such dispute through negotiation. If the dispute is not resolved within 60 (sixty) days from the date on which written notice of such dispute is sent by a Party to the other Party, any Party shall have the right to submit a request for dispute resolution to a competent Court in Vietnam in accordance with the laws of Vietnam.

#### **ARTICLE 19. EFFECT OF THE AGREEMENT**

19.1 This Agreement shall take effect from the Execution Date.

19.2 [For the Purchaser being a foreign organization/individual: This Agreement comprises 19 (nineteen) Articles with [...] pages and is executed in 4 (four) original copies in Vietnamese and 4 (four) original copies in English with the same legal validity. The Purchaser retains 1 (one) set of the Agreement including 1 (one) original copy in Vietnamese and 1 (one) original copy in English; and the Seller retains the remaining sets of the Agreement for filing, conducting taxes and fees payment procedures, and application for issuance of the Certificate to the Purchaser. In case of any discrepancy between the Vietnamese version and the English version, the version giving more favorable to the Purchaser shall prevail].

[For the Purchaser being a Vietnamese organization/individual: This Agreement comprises 19 (nineteen) Articles with [...] pages and is executed in 4 (four) original copies in Vietnamese with the same legal validity. The Purchaser retains 1 (one) original copy of the Agreement; and the Seller retains the remaining copies for filing, conducting taxes and fees payment procedures, and application for issuance of the Certificate to the Purchaser].

19.3 01 (one) copy of the layout of the Apartment, 01 (one) copy of the layout of the floor on which the Apartment is located, 1 (one) copy of the layout of the Apartment Building being approved, 01 (one) copy of the Internal Rules, 01 (one) table of construction materials of the Apartment.

Schedules attached to this Agreement together with their amendments, supplements as agreed by the Parties shall form integral parts of this Agreement and are binding upon the Parties.

19.4 In the event the Parties reach an agreement to amend the content of this Agreement, such amendment must be made in writing and duly signed by the Parties./.

#### **THE PURCHASER**

#### **THE SELLER**

(sign, write full name, if the Purchaser is an organization, its corporate stamp shall need to be affixed hereof)

Name: «**Owners\_Name**»  
ID Card/Passport/Citizen Card No. \_\_\_\_\_ issued  
on \_\_\_\_\_ at \_\_\_\_\_

Name:  
Title: [●]



## SCHEDULE 1

### PARTICULARS OF THE APARTMENT

In this Schedule, unless otherwise defined herein, the capitalized terms being used shall have the same meanings as assigned to it in the Agreement and the Internal Rules.

1	<b>Product code</b>	[.]
2	<b>Type of Product</b>	<p>Apartment – [.]</p> <p>The Purchaser has fully understood the permitted use of the Apartment as provided under applicable laws of Vietnam and undertakes to use the Apartment in accordance with the applicable laws of Vietnam.</p>
3	<b>Apartment No./ Floor No. / Tower No. (“Apartment Address”)</b>	<p>Apartment number ..... on floor (floor on which the Apartment is located): ....., in the Apartment Building at Nguyen Huu Tho Street, Phuoc Kien Commune, Nha Be District, Ho Chi Minh City.</p> <p>The Apartment Address shall be determined in accordance with the regulations of the competent State authority on apartment numbering in accordance with the laws.</p>
4	<b>Apartment Construction Floor Area</b> ( <i>wall centerline area</i> )	_____ m2
5	<b>Apartment Usable Floor Area</b> ( <i>carpet area</i> )	_____ m2
6	<b>Garden Area (if any)</b>	_____ m2
7	<b>Year of completion of construction</b>	2024

## SCHEDULE 2

### APARTMENT GROSS SELLING PRICE, MAINTENANCE FEE, PAYMENT METHOD AND PAYMENT SCHEDULE

In this Schedule, unless otherwise defined herein, the capitalized terms being used shall have the same meanings as assigned to it in the Agreement and the Internal Rules.

#### 1. Apartment Gross Selling Price

- 1.1 The Apartment Gross Selling Price is calculated according to the formulas specified in Article 3.1(a) of the Agreement and determined based on the particulars, location, and area of the Apartment, including the Apartment Construction Floor Area, the Apartment Usable Floor Area, and the Garden Area (if any) in accordance with the law on residential housing.
- 1.2 The Unit Price (as specified in Article 3.1(a) of this Agreement) shall be the unit price to be used when adjusting the Apartment Net Selling Price and/or the Apartment Gross Selling Price (if applicable), including the case when the Apartment Actual Usable Floor Area differs over the rate as specified in Article 2.1(b.2) of the Agreement.
- 1.3 If the Apartment Actual Usable Floor Area increases more than the rate prescribed under Article 2.1(b.2) of the Agreement, the Parties shall sign an Appendix on the Apartment Net Selling Price adjustment and shall be obligated to pay 95% of the value of deviated area within 30 (thirty) days from the Apartment Handover Date and the remaining 5% of the value of deviated area shall be re-calculated by the Parties to pay to one another in the final instalment.

#### 2. Payment Method And Schedule Payment of the Apartment Gross Selling Price (exclusive of the Maintenance Fee)<sup>23</sup>:

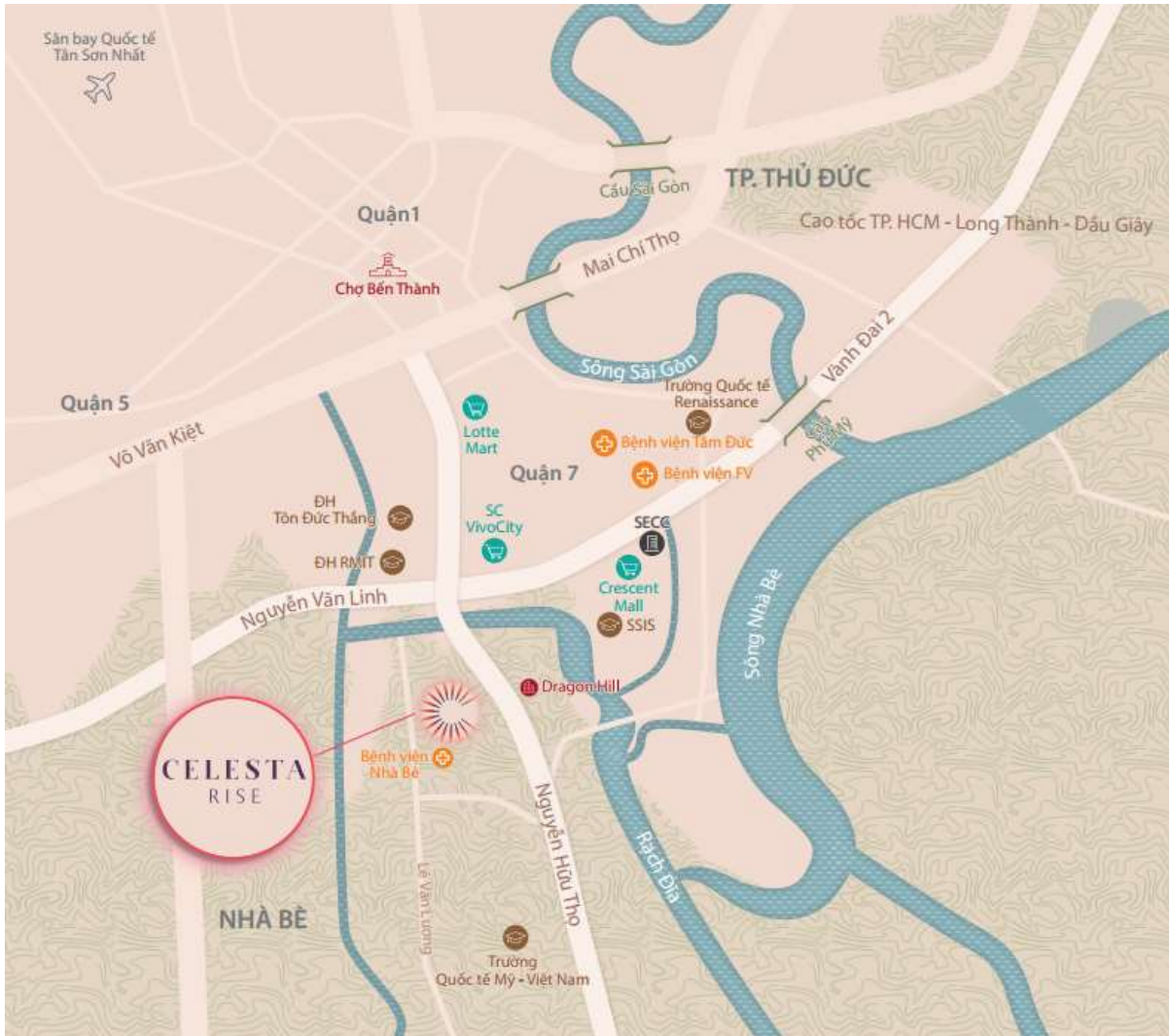
Installment	Due Date	Payable Amount Due	Remark
1 <sup>st</sup> installment	.....	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	
[.] installment (if applicable)	.....	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____	

<sup>23</sup> For off-plan apartments: The specific content and installment will be filled in at the time of signing the Agreement as agreed by the Parties, ensuring the following limits: the first installment: not exceed 30% of the Apartment Gross Selling Price included the deposited amount (if any); the subsequent installments must comply with the real estate construction progress specified in Article 4 of the Agreement, with payments not exceeding 50% of the Apartment Gross Selling Price before handing over the Apartment to the Purchaser; and before obtaining the Certificate, payments not exceeding 95% of the Apartment Gross Selling Price (. For available apartments: to be filled according to the Seller's sales policy from time to time in accordance with law.

		_____ and (ii) Respective VAT being VND _____.	
[.] installment	Within ... days from the date of the Handover Notice sent by the Seller to the Purchaser	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	
[.] installment	Within ... days from the date the Seller notifies the Purchaser of handing over the Certificate, or within .... days from the date of receiving the notification from the Seller in case the Purchaser voluntarily conducts the procedures of application for issuance of the Certificate according to the provisions of the Agreement	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	

**SCHEDULE 3**  
**THE PROJECT SITE PLAN**

*(enclosed with the Apartment Sale and Purchase Agreement)*



The signature(s) of the Purchaser

**SCHEDULE 4**  
**PARTICULARS OF THE PROJECT**

**PART A. DESCRIPTION OF PROJECT LAND AND AREAS**

In this Schedule, unless otherwise defined herein, the capitalized terms being used shall have the same meanings as assigned to it in the Agreement and the Internal Rules.

<b>Criteria</b>	<b>Description</b>
1. Address of the underlying land of the Project (“ <b>Project Land</b> ”)	Nguyen Huu Tho Street, Phuoc Kien Commune, Nha Be District, Ho Chi Minh City
2. Land plots and Map	Land plots No. 42, 35 and 281; Map No. 19, 20 and 21 dated 29 March 2010 issued by Department of Natural Resources and Environment
3. Area of the Project Land	The Project Land is approximately 27,810.4 square meter (subject to final measurement).
4. Area of the Apartment Building	The land area used for the Apartment Building is 21,075.6 square meter (subject to final survey).
5. Land area under common use	(subject to the provisions of law) ... square meter.

**PART B: LIST OF COMMON-OWNED COMPONENT, COMMON-USED COMPONENT OF THE APARTMENT BUILDING**

B.1 The areas, equipment belonging to the Common-Owned Component of the Apartment Building include:

- (a) the areas, equipment being apart from the areas, equipment belonging to the Purchaser’s Private-Owned Component, and the Seller’s Private-Owned Component; the community houses, the bearing space and structure system, technical equipment for common use in the Apartment Building;
- (b) the frames, columns, load-bearing walls, perimeter building walls surrounding each block, walls dividing the apartments, floors, roofs, terraces, corridors, stairs, elevators, exits, litter cages, technical service ducts, power supply systems, water supply systems, gas supply systems, telecommunications, broadcasting, television, sewerage, septic tanks, lightning absorption, firefighting and other parts which do not belong to the private ownership of apartment owners;
- (c) the outside technical infrastructure but connected to the Apartment Building, exclusive of the technical infrastructure to be used for public purposes or to be handed over to the State or to be given to the Seller/Developer for management in accordance with the approved Project’s contents;
- (d) public construction works within the Apartment Building but are not invested and constructed for business purposes or not required to be handed over to the State under the project’s contents such as public squares, flower gardens, parks, and other construction works indicated in the approved Project’s contents and documents; and
- (e) bicycle parking lots, handicapped vehicle parking lots, two-wheel motorbike parking lots, three-wheel motorbike parking lots. The arrangement of the car parking lot in the

Apartment Building shall ensure the principle of priority for the Apartment Building's owners first, then reserve for public parking.

- B.2 The areas, construction works belonging to the common-used component of the Apartment Building are public areas, construction works given to the Project by the State (to the extent permitted by the applicable laws) to use and/or manage according to the approved content and dossier of the Project.
- B.3 The items belonging to the Common-Owned Component of the Apartment Building and/or common-used component of the Apartment Building set out in Section B.1 and B.2 (“**Common-Owned Component And/Or Common-Used Component**”) include<sup>24</sup>:

No.	Description	Being Commonly Owned And/Or Commonly Used Among the Apartment Owners	Being Commonly Owned And/Or Commonly Used Between the Apartment Owners and Other Owners/Users
<b>PHẦN I</b>	<b>TECHNICAL SYSTEMS</b>		
<b>A1</b>	<b>All Floors</b>		
1	Electrical Risers	X	
2	Water meter risers	X	
3	Refuse rooms included buffer area	X	
4	Fire hose reel cabinet	X	
5	Ventilation risers	X	
6	Rise / room for Electric/Fire & P&S	X	
7	Lift / lift shafts	X	
<b>A2</b>	<b>Basement</b>		
1	Domestic water tank	X	
2	Domestic water pump	X	
3	Fire pump room	X	
4	Transformer room	X	

<sup>24</sup> The details of these items shall be filled in at the time of Execution Date in accordance with the laws and the approved Project's design.

5	HT room	X	
6	MSB room	X	
7	Generator room	X	
8	CO2 room	X	
9	STP room	X	
10	MDF room	X	
11	DB room	X	
12	Swimming pool room	X	
13	Technical room	X	
14	Refuse room	X	
<b>A3</b>	<b>Ground Floor</b>		
1	Dog houses	X	
2	FCC Room	X	
3	Bump gate		X
<b>A4</b>	<b>Clubhouse- Roof</b>		
1	Roof slab for ODUs of Club House	X	
<b>A5</b>	<b>Tower- Roof</b>		
1	Lift motor room	X	
2	Fan room	X	
3	Domestic roof tank and pump room	X	
4	Lower roof floor	X	
5	Roof floor	X	
<b>PHẦN II</b>	<b>FUNCTIONAL AREAS</b>		
<b>B1</b>	<b>All Floors</b>		
1	Lift lobbies	X	

2	Corridors	X	
3	Mail rooms	X	
4	Staircases	X	
5	Landscape planting areas	X	
<b>B2</b>	<b>Basement</b>		
1	Handicapped car parking lots	X	
2	Motorbike parking lots	X	
3	Bicycle parking	X	
4	CFU office	X	
5	Basement circulation for cars		X
6	Egress & Ingress of basement		X
7	Lobby, lift, staircase, and corridor areas		X
<b>B3</b>	<b>Ground Floor</b>		
<b>B3.1</b>	<b>Outdoor area</b>		
1	Parking in front of street-front apartments	X	
2	All Surface Parkings left Remaining surface parking area	X	
3	Guard house 01	X	
4	Guard house 02	X	
5	Fire Command Centre (FCC) toilet	X	
6	Bin centre	X	
7	Water feature 1 (Main entrance from Nguyen Huu Tho Street)	X	
8	Water feature 2 (Next to car parking area)	X	
9	Water cascade (near 50m free-form pool)	X	



10	Sundeck	X	
11	50m Free-form pool	X	
12	Jacuzzi	X	
13	Pool lounge area	X	
14	Barbecue area	X	
15	Kaleidoscope playground	X	
16	50m water-themed play pool: • Play boat with water gun and slide • Play whale with water jets • Shallow water with jets • Moon jet	X	
17	Reading area	X	
18	Trellis	X	
19	50m Lap pool	X	
20	Pavilion	X	
21	Cabanas in shallow water	X	
22	Pool deck	X	
23	Garden lounge	X	
24	Walkway	X	
25	Pick up / drop off area	X	
26	Main entrance area	X	
27	Secondary gate	X	
28	Guard house 01 Landscape	X	
29	Common area at Tower 3	X	
30	Street-front apartment walkway	X	
31	Designed circulation area for cars		X
32	Ingress and egress circulation and ramps to basement		X

<b>B3.2</b>	<b>Indoor area</b>		
1	Men's and women's changing rooms and sauna rooms	X	
2	Handicapped toilet	X	
3	Janitor room	X	
4	Club house- Main lobby	X	
5	Parcel delivery services	X	
6	Entrance corridors	X	
7	Storeroom	X	
8	Lobby, lift, staircase, and corridor areas	X	
<b>B4</b>	<b>1st Floor</b>		
<b>B4.1</b>	<b>Outdoor area</b>		
1	Garden lounge	X	
<b>B4.2</b>	<b>Indoor area</b>		
1	Kid's indoor playroom	X	
2	Kindergarden / Multi purpose room	X	
3	Common toilet / Janitor room	X	
<b>B5</b>	<b>2nd Floor</b>		
<b>B5.1</b>	<b>Outdoor area</b>		
1	Courtyard • Feature fragrant tree • Feature trellis with swing	X	
2	Courtyard • Riviera seat • Water feature	X	
3	Outdoor reading court	X	
4	Courtyard • Artistic bench • Gathering court	X	

5	600m walking trail	X	
6	Link bridge (to connect Clubhouse & Tower 3)	X	
<b>B5.2</b>	<b>Indoor area</b>		
1	Entertainment lounge	X	
2	Karaoke & movie room	X	
3	Gym	X	
4	Common toilet	X	
<b>B6</b>	<b>13th Floor</b>		
1	Sky garden Tower 1, 2, 3, 4 and 5 • Outdoor fitness • Tai Chi court • Hammock • Foot therapy	X	
<b>PHẦN III</b>	<b>OTHER PUBLIC AREAS</b>		
	<b>Ground Floor</b>		
<b>C</b>	Park near Tower 5		X
	Canal - Tower 5		X
	Pet park		X
	Tennis court		X
	Half basketball court		X
	Spiral bridge		X
	Canal - Tower 1		X
	Parking lots		X
	Planting Area		X
	Driveway		X
<b>D</b>	<b>External Infrastructure</b>		
	<b>Ground Floor</b>		

1	Nguyen Huu Tho pavement		X
2	D4 road, D5 road		X

#### B.4 Other agreements

The Parties agree that:

1.1 In case one or certain area(s), work(s), and utility(ies) belonging to the Common-Owned Component And/Or Common-Used Component must be handed over to the State in accordance with the regulations of the applicable laws and/or the requirements of the State, then the handover, the principle of management and use of the handed over items and related issues shall be performed on the basis of documents or decisions by the competent State authority. For clarity, during the period of not handing over the technical infrastructure works of the area having the Apartment Building, the Seller is responsible for maintenance, management, operation and exploitation according to the approved Project content.

1.2 The responsibility of contributing the Maintenance Fee and the Management And Operation Fee with respect to the Common-Owned Component And/Or Common-Used Component are as follows:

##### 1.2.1. The Maintenance Fee:

The Apartment Owner, the Seller, Other Owners/Users shall be responsible for paying the Maintenance Fee in accordance with the provisions in Article 3.3(b) and Article 5.2(l) of the Agreement. The Maintenance Fee shall be temporarily managed and supervised by the Seller until being transferred to the Board of Apartment Owners' Committee in accordance with Article 3.3(b) of the Agreement. If the Maintenance Fee is no longer sufficient to perform the Maintenance of the Common-Owned Component of the Apartment Building, then the Apartment Owners, the Seller, Other Owners/Users are responsible for paying additional fees corresponding to the area under its private ownership when performing the Maintenance in accordance with the approved maintenance plan of the General Meeting or when items or equipment needs sudden Maintenance. Accordingly, the specific amount to be collected shall be approved by the General Meeting.

##### 1.2.2. The Management And Operation Fee:

The Apartment Owner shall be responsible for paying the Management And Operation Fee of **VND 18,000/m2/month** (not inclusive of VAT) on the Apartment Actual Usable Floor Area.

Other Owners/Users shall contribute to the Management And Operation Fee from their own resources according to the management and operation costs of each item being Commonly Owned And/Or Commonly Used Between the Apartment Owners and Other Owners/Users with the contribution rate calculated on the actual square meter of usable area of other area (not apartment usable area) in the Apartment Building of Other Owners/Users. In case the General Meeting has been organized, the Management and Operation Fee shall be agreed upon and decided by the Management Company and the General Meeting.

For clarification, before the Common-Owned Component And/Or Common-Used Component is handed over to the Board of Apartment Owners'

Committee and/or the competent State authority (if applicable) in accordance with this Schedule 4 and regulations of laws, the Seller shall be responsible for the management and operation of the Common-Owned Component And/Or Common-Used Component in accordance with the Internal Rules and relevant laws. For this purpose, the Seller (and/or the Management Company designated by the Seller) is entitled to collect, manage, and use the Management And Operation Fee from the date the Apartment Building is put into use until the Common-Owned Component And/Or Common-Used Component is handed over to the Board of Apartment Owners' Committee and/or the competent State authority (if applicable) in accordance with this Schedule 4 and regulations of laws.

**SCHEDULE 5**  
**LAYOUT OF THE APARTMENT BUILDING**  
*(enclosed with the Apartment Sale and Purchase Agreement)*

Typical floor (level 2-12 and level 15-20)



Ground Floor



Level 1



Tầng 13-14



The signature(s) of the Purchaser

**SCHEDULE 6**  
**LAYOUT OF THE FLOOR PLAN ON WHICH THE APARTMENT IS LOCATED**  
*(enclosed with the Apartment Sale and Purchase Agreement)*

**SCHEDULE 7**  
**LAYOUT OF THE APARTMENT**  
*(enclosed with the Apartment Sale and Purchase Agreement)*

*The signature(s) of the Purchaser*



**SCHEDULE 8**  
**SPECIFICATIONS OF THE APARTMENT**

*(enclosed with the Apartment Sale and Purchase Agreement)*

(in accordance with the approved design and the agreement of the Parties)

No.	Items	Materials to be provided <sup>25</sup>
<b>1</b>	<b>Floor</b>	
<b>2</b>	<b>Wall</b>	
<b>3</b>	<b>Ceiling</b>	
<b>4</b>	<b>Door</b>	
<b>5</b>	<b>Window</b>	

---

<sup>25</sup> To fill in upon signing the Agreement based on the approved legal dossier of the Project and agreement of the Parties. Any changes to the equipment or interior finishing materials within the Apartment must be agreed upon in writing with the Buyer.

<b>6</b>	<b>Sanitary equipment and accessories</b>	
<b>7</b>	<b>Electrical appliances</b>	
<b>8</b>	<b>Others</b>	

## SCHEDULE 9

### PART A – (TEMPLATE) FOR THE CASE ARISING THE ADJUSTED DEVIATION AREA

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

#### ANNEX [ ] ON AMENDMENTS TO THE APARTMENT SALE AND PURCHASE AGREEMENT

**Ref: The Apartment having Product Code [.] (“Apartment”)**

This Annex No. [ ] on amendments to the Apartment Sale and Purchase Agreement (“**Annex [ ]**”) is made and entered into this day of ..... (“**Execution Date**”) by and between:

**PARTY A: THE SELLER (Hereinafter to as the Seller):**

#### PHU LOC REAL ESTATE INVESTMENT JOINT STOCK COMPANY

Enterprise Registration : [.] initially issued by [.] on [.], as amended from time to time  
Certificate No.

Registered address : [.]

Correspondence address : [.]  
Attention to: [.]

Legal representative/ : [.]

[Lawfully represented by] Title: [.]

ID Card/Passport/Citizen Card No. [.] issued by [.] on [.]

[in accordance with the Letter of Authorization No. [.]

*[Applicable if the legal representative is not the signatory  
to this Annex]*

Email : [.]

Telephone : [.] Fax: [None]

Tax code : [.]

Bank account No. : [.] opened at [.]

**And**

**PARTY B: THE PURCHASER (Hereinafter to as the Purchaser)**

(In case the Purchaser is an individual):

Full name : .....

Nationality : .....

The signature(s) of the Purchaser

ID Card/Citizen Card/Passport : No. .... issued by ..... on .....

Date of birth : .....

Permanent residential address : .....

Correspondence address : .....

Telephone : .....

Tax code (if any) : .....

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

[Co-owner (if any):

Full Name : .....

Nationality : .....

ID Card/ Citizen Card/ Passport : No. .... issued by ..... on .....

Date of birth : .....

Permanent residential address : .....

Correspondence address : .....

Telephone : .....

Tax Code (if any) : .....

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

(In case the Purchaser is an organization):

Name of company : .....

Investment (Registration)  
Certificate/ Enterprise  
(Registration) Certificate : No. .... initially issued by ..... on ....., as  
amended from time to time

Registered address : .....

Correspondence address : .....

Attention to : [.]

Legal representative : [.]

The signature(s) of the Purchaser

[Lawfully represented by]

Title: [.]

ID Card/Passport/Citizen Card No. [.] issued by [.] on [.]

[in accordance with the Letter of Authorization No. [.]

***[Applicable if the legal representative is not the signatory to this Schedule]***

Telephone : .....

Tax code : .....

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

The Seller and the Purchaser shall be referred to collectively as the “**Parties**”, and individually as the “**Party**”.

**WHEREAS:**

- a) The Seller and the Purchaser have entered into Apartment Sale and Purchase Agreement No..... dated..... (the “SPA”);
- b) The Seller has sent the Handover Notice to the Purchaser in accordance with the SPA and the Purchaser has agreed to the contents in the Handover Notice; and
- c) As per the agreements between the Parties in the SPA, the Parties are in need of amending the SPA to record the adjusted (i) Apartment Actual Usable Floor Area, Adjusted Deviation Area, the adjustment of the Apartment Gross Selling Price according to Article 2.1(b.2) of the SPA, [and (ii) adjusted VAT in accordance with Article 7.5 of the SPA]<sup>26</sup>,

**NOW, IT IS HEREBY AGREED** as follows:

**Article 1. Interpretation**

In this Annex [.] unless otherwise defined herein, the capitalized terms being used (including those in Whereas paragraph) shall have the same meanings as assigned to it in the SPA.

**Article 2. Recognition of the Apartment Actual Usable Floor Area**

The Parties agree that the Apartment Actual Usable Floor Area is ... m2 and the Adjusted Deviation Area is ... m2.

**Article 3. Amendment of the Apartment Gross Selling Price and the payment of the adjusted Apartment Net Selling Price**

Based on Article 2 hereof, the Parties agree that:

3.1 Article 3.1(a) of the SPA shall be replaced by the new Article 3.1(a) as follows:

“3.1 *The Apartment Gross Selling Price*

---

<sup>26</sup> This item shall be applied for the case of an adjusted VAT arisen as provided in Article 7.5 of the SPA.

a) *The Apartment Gross Selling Price is VND ... (in words: ...).*

*The Apartment Gross Selling Price is calculated according to the formula of the unit price of 01 (one) square meter of the Apartment Usable Floor Area (multiplied by) x the Apartment Usable Floor Area, particularly: .....VND/1 m<sup>2</sup> of the Apartment Usable Floor Area (“**Unit Price**”) (multiplied by) x .....m<sup>2</sup> of the Apartment Usable Floor.*

*The Apartment Gross Selling Price is inclusive of the value of the land use right, land use fee, VAT, and Maintenance Fee in which:*

(a.1) *Apartment Net Selling Price (inclusive of the value of the land use right, land use fee for the land underlying the Project) is: VND ... (in words: ...);*

(a.2) *VAT (not imposed on the land use fee to be paid to the State in accordance with the laws) is: VND ... (in words: ...); and*

(a.3) *Maintenance Fee (equivalent to 2% of the Apartment Net Selling Price) (before-tax calculated) is: VND ... (in words: ...).”*

3.2 Payment of the difference between the Apartment Net Selling Price and the adjusted Apartment Net Selling Price shall be made in accordance with Article 1.3 of Schedule 2.

#### **Article 4. General conditions**

4.1 This Annex [ ] shall take effect from the Execution Date and shall constitute an integral part of the SPA. In case of any discrepancies between the SPA and this Annex [ ], then this Annex [ ] shall prevail.

4.2 [For the foreign Purchaser: this Annex [ ] is made into two (02) original copies in Vietnamese and two (02) original copies in English having the same validity, each Party shall retain one (01) original copy in Vietnamese and one (01) original copy in English for execution. In case of any discrepancies between the Vietnamese version and the English version, the version giving more favorable to the Purchaser shall prevail.]

[For the Vietnamese Purchaser, this Annex [ ] is made into 4 (four) original copies in Vietnamese with the same validity. Each Party shall retain 2 (two) original copies].

#### **The Purchaser**

*(sign, write full name, if the Purchaser is an organization, its corporate stamp shall need to be affixed hereof)*

#### **The Seller**

Name: «Owners\_Name»

Name:

Title: [.]

**PART B – (TEMPLATE) FOR THE CASES ARISING THE ADJUSTMENT TO VAT**

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

**ANNEX [ ] ON AMENDMENTS TO THE APARTMENT SALE AND PURCHASE AGREEMENT**

**Ref: The Apartment having Product Code [.] (“Apartment”)**

This Annex No. [ ] on amendments to the Apartment Sale and Purchase Agreement (“**Annex [ ]**”) is made and entered into this day of ..... (“**Execution Date**”) by and between:

**PARTY A: THE SELLER (Hereinafter to as the Seller):**

**PHU LOC REAL ESTATE INVESTMENT JOINT STOCK COMPANY**

Enterprise Registration : [.] initially issued by [.] on [.], as amended from time to time  
Certificate No.

Registered address : [.]

Correspondence address : [.]  
Attention to: [.]

Legal representative : [.]

[Lawfully represented by] Title: [.]

ID Card/Passport/Citizen Card No. [.] issued by [.] on [.]

[in accordance with the Letter of Authorization No. [.]

***[Applicable if the legal representative is not the signatory to this Annex]***

Email : [.]

Telephone : [.]

Tax code : [.]

Bank account No. : [.] opened at [.]

**And**

**PARTY B: THE PURCHASER (Hereinafter to as the Purchaser)**

*(In case the Purchaser is an individual):*

Full name : .....

Nationality : .....

*The signature(s) of the Purchaser*

ID Card/Citizen Card/Passport : No. .... issued by ..... on .....

Date of birth : .....

Permanent residential address : .....

Correspondence address : .....

Telephone : ..... Fax: .....

Tax code (if any) : .....

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

[Co-owner (if any): : .....

Full Name .....

Nationality : .....

ID Card/ Citizen Card/ Passport : No. .... issued by ..... on .....

Date of birth : .....

Permanent residential address : .....

Correspondence address : .....

Telephone : .....

Tax Code (if any) : .....

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

(In case the Purchaser is an organization):

Name of company : .....

Investment (Registration) : No. ....initially issued by ..... on .....,  
Certificate/ Enterprise as amended from time to time  
Registration Certificate

Registered address : .....

Correspondence address : .....

Attention to : [.]

Legal representative : [.]

The signature(s) of the Purchaser



[Lawfully represented by]

Title: [.]

ID Card/Passport/Citizen Card No. [.] issued by [.] on [.]

[in accordance with the Letter of Authorization No. [.]

***[Applicable if the legal representative is not the signatory to this Schedule]***

Telephone : .....

Tax code : .....

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

The Seller and the Purchaser shall be referred to collectively as the “**Parties**”, and individually as the “**Party**”.

#### **WHEREAS:**

- a) The Seller and the Purchaser have entered into Apartment Sale and Purchase Agreement No..... dated.....<sup>27</sup> (“**SPA**”);
- b) As per the agreements between the Parties in the SPA, the Parties are in need to amend the SPA to record the adjusted VAT in accordance with Article 7.5 of the SPA,

**NOW, IT IS HEREBY AGREED** as follows:

#### **Article 1. Interpretation**

In this Annex [.] unless otherwise defined herein, the capitalized terms being used (including those in Whereas paragraph) shall have the same meanings as assigned to it in the SPA.

#### **Article 2. Amendment of the VAT**

Based on Article 7.5 of the SPA, the Parties agree that:

2.1 Article 3.1(a) of the SPA shall be amended and replaced by:

“3.1 *The Apartment Gross Selling Price*

b) *The Apartment Gross Selling Price is VND ... (in words: ...).*

*The Apartment Gross Selling Price is calculated according to the formula of the Unit Price of 01 (one) square meter of the Apartment Usable Floor Area (multiplied by) x the Apartment Usable Floor Area, particularly: .....VND/1 m2 of the Apartment Usable Floor Area (“**Unit Price**”) (multiplied by) x .....m2 of the Apartment Usable Floor.*

*The Apartment Gross Selling Price is inclusive of the value of the land use right, land use fee, VAT, and Maintenance Fee in which:*

---

<sup>27</sup> If the Parties sign an Annex [ ] on amendments to the Apartment Sale And Purchase Agreement in case of Adjusted Deviation Area, then add in: the Annex [ ] Amendments To The Apartment Sale And Purchase Agreement dated.....

- (a.1) *Apartment Net Selling Price (inclusive of the value of the land use right, land use fee for the land underlying the Project) is: VND ... (in words: ...);*
- (a.2) *VAT (not imposed on the land use fee to be paid to the State in accordance with the laws) is: VND ... (in words: ...); and*
- (a.3) *Maintenance Fee (equivalent to 2% of the Apartment Net Selling Price) (before-tax calculated) is: VND ... (in words: ...).”*

2.2 Payment of the adjusted VAT shall be made as follows:

**PAYMENT METHOD AND SCHEDULE PAYMENT OF THE APARTMENT GROSS SELLING PRICE (EXCLUSIVE OF THE MAINTENANCE FEE):**

Installment	Due Date	Payable Amount Due	Remark
1 <sup>st</sup> installment	.....	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	
[.] installment (if applicable)	.....	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	
[.] installment	Within ... days from the date of the Handover Notice sent by the Seller to the Purchaser	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	
[.] installment	Within ... days from the date the Seller notifies the Purchaser of handing over the Certificate, or within .... days from the date of receiving the notification from the Seller in case the Purchaser voluntarily conducts the procedure to obtain the Certificate	VND _____ (In words: _____) equivalent to (i) %.....of the Apartment Net Selling Price being VND _____ and (ii) Respective VAT being VND _____.	

	according to the provisions of the Agreement		
--	--	--	--

### **Article 3. General conditions**

3.1 This Annex [ ] shall take effect from the Execution Date and shall constitute an integral part of the SPA. In case of any discrepancies between the SPA and this Annex [ ], then this Annex [ ] shall prevail.

3.2 [For the foreign Purchaser, this Annex [ ] is made into two (02) original copies in Vietnamese and two (02) original copies in English having the same validity. Each Party shall retain one (01) original copy in Vietnamese and one (01) original copy in English for execution. In case of any discrepancies between the Vietnamese version and the English version, the version giving more favorable to the Purchaser shall prevail.]

[For the Vietnamese Purchaser, this Annex [ ] is made into 4 (four) original copies in Vietnamese with the same validity. Each Party shall retain 2 (two) original copies].

#### **The Purchaser**

*(sign, write full name, if the Purchaser is an organization, its corporate stamp shall need to be affixed hereof)*

#### **The Seller**

Name: «Owners\_Name»

Name:

Title: [.]

**SCHEDULE 10**  
**(TEMPLATE OF) THE APARTMENT HANDOVER MINUTES**  
**PROJECT [.]**

<b>Apartment number/ Floor/ Tower under the Agreement: [.]</b>
<b>Apartment number/ Floor/ Tower at the Apartment Handover Date: [.] (the “Apartment”)</b>

**THIS APARTMENT HANDOVER MINUTES** (hereinafter referred to as the “**Apartment Handover Minutes**”) is made on the day of \_\_\_\_\_ (“**Handover Date**”) by and between:

**PARTY A: THE SELLER (Hereinafter referred to as the “Seller”):**

**PHU LOC REAL ESTATE INVESTMENT JOINT STOCK COMPANY**

Enterprise Registration : [.] initially issued by [.] on [.], as amended from time to time  
Certificate No.

Registered address : [.]

Correspondence address : [.]  
Attention to: [.]

Lawfully represented by : [.]  
Title: [.]  
ID Card/Passport/Citizen Card No. [.] issued by [.] on [.]  
[in accordance with the Letter of Authorization No. [.]]  
*[Applicable if the legal representative is not the signatory to this Apartment Handover Minutes]*

Email : [.]

Telephone : [.]

Tax code : [.]

Bank account No. : [.] opened at [.]

**And**

**PARTY B: THE PURCHASER (Hereinafter referred to as the Purchaser):**

*(In case the Purchaser is an individual):*

Full name : .....

Nationality : .....

The signature(s) of the Purchaser

ID Card/Citizen : No. .... issued by ..... on .....  
Card/Passport

Date of birth : .....

Permanent residential : .....  
address

Correspondence address : .....

Telephone : ..... Fax: .....

Tax code (if any) : .....

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

[Co-owner (if any): : .....

Full Name .....

Nationality : .....

ID Card/ Citizen Card/ : No. .... issued by ..... on .....  
Passport

Date of birth : .....

Permanent residential : .....  
address

Correspondence address : .....

Telephone : .....

Tax Code (if any) : .....

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

(In case the Purchaser is an organization):

Name of company : .....

Investment (Registration) : No. ....initially issued by ..... on ....., as  
Certificate/ Enterprise amended from time to time  
Registration Certificate

The signature(s) of the Purchaser

Registered address : .....

Correspondence address : .....

Attention to : [.]

Lawfully represented by : [.]

Title: [.]

ID Card/Passport/Citizen Card No. [.] issued by [.] on [.]

[in accordance with the Letter of Authorization No. [.]

***[Applicable if the legal representative is not the signatory  
to this Apartment Handover Minutes]***

Telephone : .....

Tax code : .....

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

*(The Seller and the Purchaser shall be referred to collectively as the “Parties”, and individually as the “Party”)*

Pursuant to the Apartment Sale and Purchase Agreement dated \_\_\_\_\_ (“Agreement”) entered into by and between the Seller and the Purchaser, after the Purchaser’s inspection of the Apartment for handover purposes, both the Purchaser and the Seller agree as follows:

1. In this Apartment Handover Minutes, unless otherwise defined herein, the capitalized terms being used shall have the same meaning as assigned to it in the Agreement;
2. The Apartment as described in the Agreement has met the handover conditions provided under the Agreement and is handed over in compliance with the terms and conditions of the Agreement, and the Purchaser hereby agrees to take over the Apartment from the Seller from the Handover Date;
3. The Purchaser has taken necessary actions to inspect the Apartment and acknowledged that the Apartment has satisfied the Purchaser’s requirements;
4. Apartment Construction Floor Area (wall centerline area) is:..... sqm;
5. Apartment Usable Floor Area (carpet area) is: ..... sqm;
6. Apartment Actual Usable Floor Area (carpet area) is: ..... sqm;
7. The handover of the Apartment is completed on \_\_\_\_\_;
8. The Purchaser acknowledges and understands that any change or alteration to be made to the Apartment from the Handover Date shall be carried out in accordance with provisions of the Agreement; and
9. This Apartment Handover Minutes shall be governed and enforced in accordance with the laws of Vietnam.

This Apartment Handover Minutes is made into five (05) original copies with the same validity. The Purchaser shall keep one (01) original copy, and the Seller shall keep the remaining original copies.

The signature(s) of the Purchaser

Other opinions of the Purchaser at the time of handover of the Apartment (if any): .....  
.....  
.....

**THE PURCHASER**

*(sign, write full name, if the Purchaser is an organization, its corporate stamp shall need to be affixed hereof)*

**THE SELLER**

\_\_\_\_\_  
Name «**Owners\_Name**»

\_\_\_\_\_  
Name:  
Title: [.]

**SCHEDULE 11**  
**INTERNAL RULES ON MANAGEMENT AND USE**  
**OF THE APARTMENT BUILDING**

.....  
*(Attached to the Apartment Sale and Purchase Agreement (“Agreement”))*

**Article 1. Scope and applicable subjects**

This Internal Rules on Management and Use of the Apartment Building (“**Internal Rules**”) regulates the management, operation, and use of an Apartment Building having commercial name Celesta Rise located at Nguyen Huu Tho Street, Phuoc Kien Commune, Nha Be District, Ho Chi Minh City (“**Apartment Building**”) and is applicable to the Residents, User of the Apartment Building, the Developer or other individuals and organizations relating to the management, operation, and use of this Apartment Building.

Unless otherwise expressly provided herein, the capitalized terms used in this Internal Rules shall have the same meanings as given to it in the Agreement.

- 1.1 “**Conducting Media**” means the pipes, sewers, drains, mains, ducts, conduits, wires, cables, channels, and all other conducting media installed for the conduct and passage of water, sewage, electricity, telephone, and/or other services or supplies to and from or within the apartments and/or the Common-Owned Component And/Or Common-Used Component.
- 1.2 “**Fitting Out Inspection Form**” means the form issued by the Developer, the Management Company, or the Board of Apartment Owners’ Committee recording the result of the inspection and verification on the completion of the Apartment Fitting Out Work.
- 1.3 “**Residents**” the Apartment Owners and the User of the Apartment Building.

**Article 2. Regulations applicable to the Residents and visitors of the Apartment Building**

- 2.1 The Residents must strictly comply with the regulations on the management and use of apartment building issued by the Ministry of Construction and this Internal Rules.
- 2.2 All visitors must register, show identity documents at the front desk (if available) or security and must comply with the guidance of the receptionist or the guards of the Apartment Building. The receptionist or the guards of the Apartment Building will, when necessary, be entitled to keep the identity documents of the visitors for the security and safety purposes of the Apartment Building.
- 2.3 The temporary Residents in the Apartment must register the list of the temporary residents at the front desk (if available) or the security; and register the temporary residence at the ward-level police in accordance with the laws.
- 2.4 The Residents must bear the responsibility for any breach of the applicable laws and this Internal Rules.

**Article 3. Prohibition acts in management and use of the Apartment Building, ensuring environmental sanitation, behavioral culture, security and order in the Apartment Building**

- 3.1 Prohibition acts in management and use of the Apartment Building are provided in Article 3.8 of Law on Residential Housing, accordingly:
  - (i) Failure to pay the Maintenance Fee; manage and use of the Management and Operation Fee, Maintenance Fee in the manner violates laws on residential housing;
  - (ii) Intentionally causing damp; causing noise or vibration higher than the permissible value; disposing refuse, wastewater, emission, or toxic substances in a manner that



violates environmental protection laws or Internal Rules or the apartment building management and use regulations issued by the Ministry of Construction; painting or decorating exterior of apartment or apartment building in a manner that violates the design and architecture regulations; raising, herding livestock, poultry; slaughtering livestock within the Apartment Building;

- (iii) Changing function, use purposes of the Common-Owned Component And/Or Common-Used Component into private use; using the apartment for purposes other than residential; altering or damaging load-bearing elements; separating or splitting apartment without permission of competent authorities;
- (iv) Using area and equipment of the Common-Owned Component And/Or Common-Used Component into private use; altering purposes of service area in the mixed-use apartment building without permission for repurposing of competent authorities;
- (v) Causing disorder, loss of safety, fire, explosion in Apartment Building; trading combustible materials or engaging in lines of business endangering life and property of the Apartment Building users in accordance with fire safety laws and other relevant law provisions;
- (vi) Engaging in discotheques, karaoke, bar business; engaging in repair of motorized vehicles; engaging in other contaminating lines of business in accordance with environmental protection laws; engaging in restaurant business without complying with fire safety requirements, without preparing means of egress, or without complying with other business conditions under the laws.

3.2 Regulations on ensuring environmental sanitation, behavioral culture, security and order in the Apartment Building:

- (i) Residents are responsible for maintaining the hygiene of the Apartment not to affect the Common-Owned Component And/Or Common-Used Component and the living environment of other Residents, and disposing of waste in the designated areas of the Apartment Building;
- (ii) Not to burn votive paper or light fires in the Apartment Building, except in designated areas as specified in the Apartment Building;
- (iii) Not to throw anything from the windows or balconies of the Apartment;
- (iv) Not to hang or place clothes and any items on the balcony railing or in the space from the railing upwards or across the windows of the Apartment;
- (v) Maintain security and order, not to use vulgar language, curse, or use broadcasting, television, or other devices that emit sound/video causing noise beyond the legal limits and affecting the activities of other Residents;
- (vi) Not to gamble or engage in prostitution in the Apartment Building;
- (vii) Not to buy, sell, store, or use illegal drugs in the Apartment and other areas within the Apartment Building;
- (viii) Other regulations on ensuring environmental hygiene, cultural behavior, and security and order as considered and decided by the General Meeting in accordance with residential housing laws and the management and use regulations of the apartment building issued by the Ministry of Construction.

**Article 4. Regulations on using the Common-Owned Component And/Or Common-Used Component**

The Residents and visitors must comply with the following provisions:

The signature(s) of the Purchaser

- 4.1 To use elevators and other common-used equipment within their proper utilization purposes, functions. Children under 12 years old must be accompanied and supervised by their parents or caregivers when using elevators or common services.
- 4.2 Not to cause any damage or commit any acts in violation against the common properties of the Apartment Building.
- 4.3 Not to occupy, use the areas within the Common-Owned Component And/Or Common-Used Component for personal purposes; not to put personal items in the areas within the Common-Owned Component And/Or Common-Used Component.
- 4.4 To fully comply with the regulations on stopping and parking at the designated stopping and parking areas as prescribed.
- 4.5 To use the community houses in accordance with their purposes, functions as prescribed by the laws on residential housing.
- 4.6 To fully comply with the regulations on the safety of fire prevention and firefighting of the Apartment Building.
- 4.7 Other provisions as decided by the General Meeting from time to time.

**Article 5. Regulations on repairing damages, replacement, or additional installation in the Apartment, the Other Area under private-owned component**

- 5.1 In case there is damage to the Apartment or the Other Area of the privately owned component, the Residents are entitled to repair or replace but not to damage the areas of the Common-Owned Component And/Or Common-Used Component or affect other Residents.
- 5.2 Not to change, deform, or damage the structure of the Apartment Building in case of replacement, repair, or installation of additional equipment.
- 5.3 Not to perform any repair to the Apartment, the Other Area (if any) changing the original design or impacts the structure of the Apartment Building or other Residents.

If the Apartment Owner needs to renovate, upgrade, or change in relation to the structure/architecture of the Apartment, such renovation, upgrade or change must be approved in advance in writing by the Developer or by the Board of Apartment Owners' Committee (from time to time). If the Apartment Owner or the related User of the Apartment Building does not comply with this regulation, the Developer or Board of Apartment Owners' Committee (from time to time) has the right to request the Apartment Owner or the related User of the Apartment Building to suspend such renovation, upgrade or change, and is entitled to request the Apartment Owner or the related User of the Apartment Building to compensate the Developer or Board of Apartment Owners' Committee (from time to time) for all costs and expenses for damage, loss occurred (if any), and the Apartment Owner or the related User of the Apartment Building is responsible for repairing damage and restoring the original condition of the related work/areas.

- 5.4 In case there is damage to the equipment of the Common-Owned Component And/Or Common-Used Component attached to the Apartment, the Other Area of the private-owned component, the replacement and repair must be carried out under the provisions of the regulation on management and use of the apartment building issued by the Ministry of Construction provided that such replacement and repair must not impact the private-owned component of other Residents. The Apartment Owner or the related User of the Apartment Building must notify the Board of Apartment Owners' Committee or the Management Company to promptly repair or replace and must facilitate favorable conditions for the construction contractor when repairing such damage.

5.5 Any transportation of equipment and utensils in the Apartment Building or materials in order to repair the damage, must be notified to the Board of Apartment Owners' Committee or the Management Company and can only be carried out from 8.00 A.M. to 6.00 P.M. (from Monday to Friday) and from 8.00 A.M. to 12.00 P.M. on Saturday for avoidances of affecting the proper operation of the Apartment Building. For the avoidance of doubt, no transportation of equipment and utensils in the Apartment Building or materials for repairing the damage on Sundays and public holidays is allowed.

5.6 Other regulations (if any) are issued by the General Meeting from time to time.

#### **Article 6. Regulations on handling incidents in the Apartment Building**

6.1 In case of any incident that may endanger life and property safety in the Apartment Building, the Residents must immediately notify the Board of Apartment Owners' Committee or the Management Company for further actions.

6.2 In case of any emergency that is necessary to evacuate people from the Apartment Building, the instructions on the loudspeaker or the exit signs or instruction of the guard, competent entity to move to safety areas must be followed.

#### **Article 7. Rights and obligations of the Residents**

7.1 Rights and obligations of the Apartment Owner

- a) To have the rights and obligations of the residential housing owner provided in Article 10, Article 11 of Law on Residential Housing;
- b) To be entitled to own, use the private ownership component; entitled to use the common area in accordance with the laws on residential housing and regulations on management and use of the apartment building issued by the Ministry of Construction. To be responsible for the maintenance of private ownership components in accordance with the laws on residential housing and management and use of the apartment building; to be responsible for compensation if maintenance or failure to maintain causes damage to other owners;
- c) To request the Developer, the Board of Apartment Owners' Committee, or the ward-level People's Committee to hold a General Meeting; to attend the General Meeting and exercise the voting right in the General Meeting under the provisions of the laws on residential housing and regulations on management and use of the apartment building issued by the Ministry of Construction;
- d) To request the Developer when the Board of Apartment Owners' Committee has not established, Management Company, the Board of Apartment Owners' Committee to provide or publicly disclose any information and contents related to the management and use of the Apartment Building;
- e) To fully comply with decisions of the General Meeting (even if absent from such General Meeting) and decisions on handling violations from the competent State authorities;
- f) To pay in full and on time the Management And Operation Fee, the Maintenance Fee, and other costs, expenses payable in accordance with the laws or agreement with the service provider;

In case the owners fail to pay the Management and Operation Fee as prescribed, they shall be subject to the handling in accordance with the service contract for the management and operation of the apartment building which the Seller/ Board of Apartment Owners' Committee has signed with the Management Company;

- g) To comply with the Internal Rules and regulations on the management and use of the apartment building issued by the Ministry of Construction; to discover and promptly notify the Management Company or competent state authority of the breaches in the management and use of the apartment building;
- h) To repair any damage of the private-owned areas that affect the usage of other owners in the Apartment Building; to facilitate the competent specialized persons to conduct the maintenance of the common ownership component under regulations;
- i) To restore to original state and to compensate for damages to the Common-Owned Component And/Or Common-Used Component and the private-owned areas of other owners; being subject to the handling according to the laws and bear the responsibilities to compensate in case of conducting the acts of obstructing the lawful business activities of the owners of offices, services, commercial sections;
- j) To purchase mandatory fire and explosive insurance for the private-owned areas, contribute funds to purchase fire and explosive insurance for the Common-Owned Component And/Or Common-Used Component in accordance with the laws on fire prevention and firefighting and the laws on insurance business; be legally responsible and liable for compensation in the event of causing fire or explosion in the Apartment Building;
- k) To comply with other provisions of the relevant laws.

## 7.2 Rights and obligations of the User of the Apartment Building

- a) To exercise the rights and obligations as agreed with the owner, Law on Residential Housing regulation and regulations on management and use of the apartment building issued by the Ministry of Construction;
- b) To use the private-owned component of the Apartment Building in accordance with the laws on residential housing and regulations on management and use of the apartment building issued by the Ministry of Construction;
- c) To represent the owner attending the General Meeting and vote if the owner does not attend and has written authorization with such owner's signature; in case there are multiple people using an apartment or other area of the apartment building, they shall authorize one representative to attend and vote at the General Meeting.
- d) To perform the rights and obligations stipulated under points c, d, e, f, g, h, i and k of Article 7.1 of this Internal Rules.

## **Article 8. Regulations on handling violations in Apartment Building**

- 8.1 Members of the Board of Apartment Owners' Committee, the Management Company, the Residents, temporary residents in an apartment, and visitors in the Apartment Building who commit a violation against the provisions of this Internal Rules or the regulation on management and use of apartment buildings issued by the Ministry of Construction shall, depending on the severity of the violation, be subject to consideration and handling in accordance with the laws and must compensate for damages and losses caused by their violations.
- 8.2 Members of the Board of Apartment Owners' Committee, the Management Company, the Residents must strictly comply with the decision on the handling of violations by the competent authority.

## **Article 9. Responsibilities of the Developer**

- 9.1 To be responsible for managing and operating the Apartment Building in accordance with this Internal Rules and Article 149.1 of Law on Residential Housing. To recommend a Management Company which has the capacity as required by the laws in order for the first General Meeting to consider and decide on the selection in the following cases:
- a) The Developer does not meet the conditions to manage and operate the Apartment Building; or
  - b) The Developer meets the conditions to manage and operate the Apartment Building but decided not to participate in the management and operation of the Apartment Building.
- 9.2 To collect the Maintenance Fee in accordance with Article 152, Article 153 of Law on Residential Housing and hand over the Maintenance Fee to the Board of Apartment Owners' Committee in accordance with the Agreement, this Internal Rules, and the applicable laws;
- 9.3 To preside over the organization of the first General Meeting, to appoint its representative to participate in the Board of Apartment Owners' Committee unless the Developer does not appoint representatives to the Board of Apartment Owners' Committee, and participate in voting at the General Meeting in accordance with the laws if the Developer still retains the ownership of the apartments or other areas within the Apartment Building;
- 9.4 To hand over the external system of the structural infrastructure of the Apartment Building to the local authorities in accordance with the applicable laws; to prepare and hand over the documents of the Apartment Building to the Board of Apartment Owners' Committee in accordance with the laws, Regulation on management and use of apartment buildings issued by the Ministry of Construction;
- 9.5 To properly manage and use the facilities designated for communal activities of the Residents, either assigned by the State or constructed for business purposes, in accordance with the objectives stated in the Project's approved contents;
- 9.6 To maintain its private-owned components; to be responsible for compensation if the Maintenance or omission of the Maintenance caused damage to other owners;
- 9.7 To request the competent State authority to handle acts of infringing upon the Developer's legitimate owned assets or acts of obstructing legitimate businesses according to the project's approved contents. The competent authority is responsible for the handling of infringement by any organization and individuals upon the properties or legitimate business activities of the Developer;
- 9.8 To coordinate with the Board of Apartment Owners' Committee to resolve the difficulties and problems in the management and use of the Apartment Building;
- 9.9 To purchase mandatory fire and explosive insurance in accordance with the laws on fire prevention and firefighting and the laws on insurance business during the period before transferring ownership to the owners of the Apartment Building;
- 9.10 To compensate the aggrieved party as agreed upon or in accordance with the laws; to comply with the decision on resolving, handling, and penalties for violations issued by the competent State authority;
- 9.11 To provide the Residents with guidelines for the use of the technical infrastructure system and equipment within the Apartment Building;
- 9.12 The Developer (in the event that the Developer satisfies conditions of capacity for the management and operation of the Apartment Building under the laws and directly carries out the management and operation of the Apartment Building) is entitled to temporarily suspend or request the providers to suspend the supply of electricity, water, and other services

if the Residents fail to fully and timely pay the Management And Operation Fee after the Developer has issued a second written notice in accordance with regulations to the Residents, or if the Residents fail to repair any damages or losses in their private-owned components affecting other Residents after the Developer or the Management Company has served a written notice three (3) working days in advance to the Apartment Owner but they do not rectify; and

9.13 Other rights and responsibilities as prescribed by the relevant laws.

**Article 10. Management Company**

10.1 For the Apartment Building with elevators, the management and operation must be carried out by an entity with the appropriate functions and capabilities. Except in cases where the Developer performs the management and operation of the Apartment Building in accordance with Article 9.1 of the Internal Rules, the Management Company is the entity performing the management and operation of the Apartment Building after the Apartment Building has been completely constructed and put into use.

During the time when the Board of Apartment Owners' Committee has not been legally established and recognized, the Management Company shall be selected and decided by the Developer in accordance with the provisions of the Law on Residential Housing.

10.2 The Management Company must meet the conditions for apartment building management and operation as stipulated in Article 150 of the Law on Residential Housing and relevant laws.

10.3 Responsibilities of the Management Company:

- a) To manage and operate the Apartment Building under the Regulation on management and use of the apartment building issued by the Ministry of Construction, this Internal Rules and the management and operation service contract signed with the Developer (before the Board of Apartment Owners' Committee is established) or the Board of Apartment Owners' Committee (upon its establishment); to carry out the Maintenance of the Common-Owned Component And/Or Common-Used Component under the maintenance contract (if capable of maintenance); in cases where a contract as stipulated in Article 29.1 of the Regulations on the management and use of apartment building issued by the Ministry of Construction has not been signed, to follow the content approved by the General Meeting;
- b) To enter into subcontracts with other service providers for the management and operation of the Apartment Building (if any); to supervise the provision of the services of such service providers;
- c) To notify the Apartment Owners in writing of collections, payments of any relevant fee, charges, and notable requirements, contents during their use of the Apartment Building; to provide guidelines on the installation of the equipment in the private-owned area of the Apartment Owners;
- d) To collect the Management And Operation Fee per agreement; to pay remuneration to the member of the Board of Apartment Owners' Committee according to the decision of the General Meeting;
- e) Annually, at the annual General Meeting or upon request by competent authorities, publicly report on the management and operation of the Apartment Building to the Board of Apartment Owners' Committee; report on the management and operation status at the General Meeting; and collect feedback from Residents on the provision of management and operation services for the Apartment Building;

- f) To coordinate with the Board of Apartment Owners' Committee to resolve other related matters during the management and operation of the Apartment Building;
- g) To comply with the decisions on resolving, handling of the competent State authority;
- h) To hand over the apartment building documentation to the Board of Apartment Owners' Committee; transfer all tasks related to the management and operation of the apartment building to the new management and operation company;
- i) Exercise the rights and responsibilities of the apartment building management and operation entity according to the agreements in the signed management and operation service contract or the content approved by the General Meeting in cases where the service contract stipulated in Article 29.1 of the Regulations on the management and use of apartment building issued by the Ministry of Construction has not been signed; if the Board of Apartment Owners' Committee does not comply with the agreements mentioned in this clause, the management and operation entity is entitled to continue to perform according to the agreements in the signed contract or the content approved by the General Meeting to protect its legal rights and interests; entitled to continue to perform the contract if the General Meeting evaluates that it is still effectively fulfilling the contract's content;
- j) Periodically conduct specific and detailed inspections of various parts and areas of the Apartment Building to manage and operate the Apartment Building;
- k) To promptly take actions to prevent any potential risks of damage or injury to the Residents and repair any part of the Common-Owned Component And/Or Common-Used Component that is damaged, in order to ensure the proper operation of the Apartment Building;
- l) To coordinate with the Board of Apartment Owners' Committee in requesting the service providers to suspend the supply of electricity, water, and other services if the Resident(s) fails to fully and timely pay the Management And Operation Fee or in breach of the provisions of Article 8 of this Internal Rules; and
- m) To exercise other rights and responsibilities as agreed in the service contracts on management and operation of the Apartment Building or under the relevant laws.

**Article 11. Board of Apartment Owners' Committee and General Meeting**

11.1 The Board of Apartment Owners' Committee shall be elected by the General Meeting including the representatives of the apartment building owners, the User of the Apartment Building (if being authorized by the Apartment Owner to attend the General Meeting), and the representative of the Developer (if the Developer still retains the apartments, other areas within the Apartment Building), except in cases where the Developer does not appoint representatives to the Board of Apartment Owners' Committee.

11.2 Responsibilities and rights of the Board of Apartment Owners' Committee:

- a) To be entitled to request the Developer to fully transfer the maintenance fees after the Board of Apartment Owners' Committee is established and requests in writing for the transfer; request competent authority to enforce the transfer of maintenance fees;
- b) To be entitled to manage and use the Maintenance Fee in accordance with the Law on Residential Housing and decisions of the General Meeting;
- c) To be entitled to propose to the General Meeting approval for the Management and Operation Fee of the General Meeting;

- d) To be entitled to remuneration and other expenses payment as decided by the General Meeting;
- e) To be entitled to request competent authority to recognize the Board of apartment owners' committee;
- f) To be entitled to request the Developer to handover the documentation of the Apartment Building; to request competent authority to enforce the transfer of documentation of the Apartment Building;
- g) To be entitled to perform other tasks assigned by the General Meeting that are not contrary to laws;
- h) To be responsible for registering the seal and operating account of the Board of Apartment Owners' Committee, the account for management and use of the maintenance fees; receive and manage the Apartment Building's documentation from the Developer and providing it to the Management Company in accordance with the Regulations on the management and use of apartment building issued by the Ministry of Construction and this Internal Rules;
- i) To be responsible for managing and using maintenance fees according to the financial collection and expenditure regulations decided by the General Meeting; reporting the collection and expenditure of these fees to the General Meeting;
- j) To be responsible for signing a contract for the provision of apartment building management and operation services with the Developer (if applicable) or an entity with the appropriate functions and capabilities for managing and operating the apartment building after being selected by the General Meeting in accordance with the Law on Residential Housing;
- k) To be responsible for selecting and entering into a Maintenance contract for the Common-Owned Component And/Or Common-Used Component and supervising the maintenance activities in accordance with the Regulations on management and use of apartment building issued by the Ministry of Construction and this Internal Rules. The maintenance of the Common-Owned Component And/Or Common-Used Component may be carried out by the current management entity of the apartment building or another qualified maintenance entity as prescribed by construction law;
- l) To be responsible for urging and reminding the owners and users of the Apartment Building to comply with the Internal Rules and the Regulations on management and use of apartment building issued by the Ministry of Construction; collecting and summarizing opinions and recommendations from the owners and users of the Apartment Building regarding the management, use, and provision of services of the Apartment Building to coordinate with relevant authorities, organizations, and individuals for consideration and resolution;
- m) To be responsible for coordinating with local authorities and neighborhood committees in fostering a civilized lifestyle and maintaining order and social safety within the Apartment Building;
- n) To be responsible for complying with the operational regulations and the financial collection and expenditure regulations of the Board of Apartment Owners' Committee as approved by the General Meeting; not unilaterally dismissing, removing, or adding members to the Board of Apartment Owners' Committee;
- o) To be liable under the law, to the apartment owners, the Users of the Apartment Building, and the Developer (if applicable) for any actions taken in exercising their rights and responsibilities that are not in accordance with the provisions of this clause;



- p) To be responsible for complying with the decisions and resolutions of the competent state authority;
  - q) To be responsible for performing other tasks assigned by the General Meeting that are not contrary to the provisions of the law;
  - r) To prepare the agenda and organize the General Meeting; publish the content of signed service contracts on management and operation of the Apartment Building with the Management Company and the signed maintenance contract at the General Meeting;
  - s) To be responsible for urging and reminding the Residents to comply with the provisions of the Internal Rules and the regulations on management and use of apartment building;
  - t) To exercise other rights and responsibilities provided in the regulations on operation, and financial collection and expenditure of the Board of Apartment Owners' Committee as approved by the General Meeting, the regulation on management and use of apartment building issued by the Ministry of Construction, the provisions under this Internal Rules and laws.
- 11.3 The General Meeting shall operate on the principle of collective decision-making and make decisions based on the majority rule.
- 11.4 The Board of Apartment Owners' Committee shall operate in accordance with the following principles:
- (a) The decisions of the Board of Apartment Owners' Committee shall be adopted by voting or ballot in accordance with the regulation on the operation of the Board of Apartment Owners' Committee; the meeting content shall be made in writing and signed by a secretary and all members of the Board of Apartment Owners' Committee attending the meeting and affixed with the stamp of Board of Apartment Owners' Committee (if a seal is available). If the affirmative votes reach 50% of all members of the Board of Apartment Owners' Committee, the final result shall be decided by the vote of the Chairman or Vice Chairman presiding the meeting (in case the Chairman is absent) unless otherwise provided in items (b) and (c) of Article 11.4 of this Internal Rules.
  - (b) The following proposals of the Board of Apartment Owners' Committee shall only be adopted by affirmative vote of at least 50% of all members of the Board of Apartment Owners' Committee:
    - Proposal for the change of Management Company;
    - Proposal for the selection method of the entity performing the Maintenance; except in cases of unexpected Maintenance arising outside the time of the annual General Meeting or when no extraordinary General Meeting is held according to the Regulations on management and use of apartment building issued by the Ministry of Construction;
    - Proposal for the change of the management and operation fee of the Apartment Building;
    - Proposals, requests to the Developer by the Board of Apartment Owners' Committee in the management and use of the Apartment Building; and
    - Other cases approved by the General Meeting.
  - (c) For decisions of the Board of Apartment Owners' Committee related to the use of the Maintenance Fee, voting is conducted according to the following regulations:

- In case the Board of Apartment Owners' Committee decides to use the Maintenance Fee for the Maintenance of the Common-Owned Component of the Apartment Building, such decision must be approved with the affirmative vote of at least 75% of all members of the Board of Apartment Owners' Committee;
- In case where the board of apartment owners' committee of the apartment buildings complex decides on the Maintenance of the common area and the common facilities of the apartment buildings complex, the decision to use the maintenance fee for the Maintenance of the common areas and common facilities of such apartment buildings complex must be approved with the affirmative vote of at least 75% of all members of the board of apartment owners' committee of the apartment buildings complex; in case the decisions relating to the Maintenance of the common areas and common facilities within one or certain apartment buildings in the apartment buildings complex, such decision shall be adopted by the affirmative vote of at least 75% of all members of the board of apartment owners' committee representing such one or certain apartment buildings.

11.5 The operation term of the Board of Apartment Owners' Committee shall be 3 (three) years maximum from the date the People's Committee at the district level or People's Committee at the ward level (upon authorization from the People's Committee at the district level) signs the official decision recognizing the Board of Apartment Owners' Committee.

## **Article 12. Regulations on carrying out the Apartment Fitting Out Works**

12.1 In case the Apartment is handed over in bare-fitted construction conditions, the Purchaser shall carry out and complete the Apartment Fitting Out Works at the Purchaser's own cost and expense, within the Apartment Fitting Out Period.

12.2 Any documents related to the Apartment Fitting Out Work, including design layouts, drawings, technical standards, structure confirmation/acceptance (in case of wall drilling), insurance, schedule, details of the contractors carrying out the Apartment Fitting Out Work and their workers, inspection form and other relevant documents must be submitted to the Developer or the Management Company (in case the Board of Apartment Owners' Committee has not been established) or the Board of Apartment Owners' Committee (upon its establishment) at least 07 (seven) Working Days for the approval ("**Apartment Fitting Out Works Approval**") prior to the commencement of the Apartment Fitting Out Works. For clarification, the Purchaser shall not commence the Apartment Fitting Out Works without obtaining Apartment Fitting Out Works Approval.

12.3 The Apartment Fitting Out Works must comply with:

- a) the Internal Rules;
- b) all permissions, consents, approvals, licenses, certificates, and permits of the relevant authorities as necessary to commence, carry out, and complete the Apartment Fitting Out Works;
- c) the design layouts, drawings, technical standards, materials, and any other details approved by the Developer or the Management Company (in case the Board of Apartment Owners' Committee has not been established) or the Board of Apartment Owners' Committee (upon its legal establishment); and
- d) applicable regulations and laws on the commencement, carrying out, and completion of the Apartment Fitting Out Works.

- 12.4 The completion of the Apartment Fitting Out Works must be inspected and confirmed by the Developer, the Management Company, or the Board of Apartment Owners' Committee. The result of the inspection and confirmation of the completion of the Apartment Fitting Out Works shall be recorded in the Fitting Out Inspection Form which will be signed by the Purchaser, the Purchaser's contractors, and a representative of the Developer/Management Company and/or Board of Apartment Owners' Committee.
- 12.5 The Purchaser shall, throughout the duration and on the completion date of the Apartment Fitting Out Works, promptly move all waste materials and debris out of the Apartment Building into designated bins within the Purchaser's loading/unloading area. All waste materials or debris in such designated bins within the loading/unloading area shall be disposed of daily by the Purchaser at the relevant authorities-approved external dumping ground. The Developer/Management Company or the Board of Apartment Owners' Committee shall charge the Purchaser all costs for handling and moving such waste materials and debris in case the Purchaser fails to comply with these regulations.

### **Article 13. The payable fees and contributions**

#### **13.1 The Maintenance Fee:**

The Apartment Owner, the Seller, Other Owners/Users shall be responsible for paying the Maintenance Fee in accordance with Article 3.3(b) and Article 5.2(l) of the Agreement. The Maintenance Fee shall be temporarily managed and supervised by the Developer until being transferred to the Board of Apartment Owners' Committee in accordance with Article 3.3(b) of the Agreement. If the Maintenance Fee is no longer sufficient to perform the Maintenance of the Common-Owned Component of the Apartment Building, the Apartment Owners, the Seller, Other Owners/Users are responsible for paying additional fees corresponding to their privately owned areas for Maintenance according to the maintenance plan approved by the General Meeting or when there are unexpected Maintenance items or equipment. Accordingly, the specific amount to be collected shall be approved by the General Meeting.

#### **13.2 The Management And Operation Fee:**

Apartment Owner shall be responsible for paying the Management And Operation Fee of **VND 18,000/m<sup>2</sup>/month** (not inclusive of VAT) on the Apartment Actual Usable Floor Area.

Other Owners/Users shall contribute to the Management and Operation Fee from their own resources according to the management and operation costs of each item being Commonly Owned And/Or Commonly Used Between the Apartment Owners and Other Owners/Users with the contribution rate calculated on the actual square meter of usable area of other area (not apartment usable area) in the Apartment Building of Other Owners/Users. In case the General Meeting has been organized, the Management and Operation Fee shall be agreed upon and decided by the Management Company and the General Meeting.

For clarification, before the Common-Owned Component And/Or Common-Used Component is handed over to the Board of Apartment Owners' Committee and/or the competent State authority (if applicable) in accordance with the Agreement and regulations of laws, the Seller shall be responsible for the management and operation of the Common-Owned Component And/Or Common-Used Component in accordance with the Internal Rules and relevant laws. For this purpose, the Seller (and/or the Management Company designated by the Seller) is entitled to collect, manage, and use the Management And Operation Fee from the date the Apartment Building is put into use until the Common-Owned Component And/Or Common-Used Component is handed over to the Board of Apartment Owners' Committee and/or the competent State authority (if applicable) in accordance with the Agreement and regulations of laws.

13.3 The Management and Operation Fee does not include the premium for fire and explosion insurance, Maintenance Fee, parking fees, fuel, energy, water usage, television services, communications, remuneration for the Board of Apartment Owners' Committee, and other service costs for the private use of the owners and users of the Apartment Building.

13.4 Other fees, cost as follows:

- a) Fees for keeping assets (such as keeping fee for each type of asset: bicycle, motorbike, car, etc.);
- b) Costs for cleaning and electricity for any private use/private event in the area and equipment belonging to the Common-Owned Component And/Or Common-Used Component;
- c) Fees for using added value services (such as swimming pools, sauna, etc.);
- d) Other expenses (if any).

The payment of the above-mentioned fees, costs, and the adjustment to the rates of such fees, costs (if any) shall be decided by the Seller (and/or the Management Company designated by the Seller) or by the General Meeting (from time to time) in accordance with the prevailing laws, decisions of the competent State authority (if any) and at the time being rendered of services.

13.5 Owners of the Apartment Building are responsible for paying the Insurance Fee based on the Apartment Actual Usable Floor Area or the actual usable area of other areas in the Apartment Building. The payment of the Insurance Fee shall be made in accordance with the prevailing laws, decisions of the competent State authority (if any), and the premium rate of the insurer at the time of providing mandatory fire and explosion insurance service for the Common-Owned Component And/Or Common-Used Component.

#### **Article 14. Private-owned areas and common areas and facilities**

14.1 The private-owned areas of the Apartment Owner, the Developer include:

- a) the private-owned areas of the Apartment Owner include the private-owned area within the Apartment (including the area of balcony and loggia, if any, attached to such Apartment), the system of technical equipment for private use attached to the Apartment.
- b) the private-owned areas of the Developer include apartment(s) in the Apartment Building are not for sale or have not been sold. For the car parking lots for the apartment building owners, the purchaser, lease purchaser of the apartment or other areas in the apartment building may decide to buy or rent; in case they do not buy or rent, the car parking lot(s) shall be under the management of the Developer and the Developer shall not include the expenditures on the parking lot(s) construction in the selling prices or lease purchase price.

14.2 The common areas and facilities: set forth in Schedule 4 of the Agreement.

#### **Article 15. Regulations on amendments of and supplements to the internal rules on management and use of the Apartment Building and other provisions**

15.1 Any amendments and/or supplements to this Internal Rules shall be made through the General Meeting. From the date on which the Apartment Building is put into use until the date on which the first General Meeting is held, any amendments and/or supplements to the Internal Rules shall be made based on consent given by the majority of the Apartment Owners and the owners of other areas in the Apartment Building (if any).

15.2 Subject to the approval of the General Meeting or consent of the majority of the Apartment Owners and owners of other areas in the Apartment Building (in any) (in the case where the General Meeting has not yet been organized), the Developer has:

- a) the right to the free and uninterrupted passage and running of water, waste, electricity, telephone, and other services or supplies from and to other parts of the Apartment Building in and through the Conducting Media which now are or may in the future be in, on, under, or over the Apartment;
- b) the right to use natural light to apply solutions to ensure that internal areas are provided with enough natural light, for example, the proposal to install solar panels to serve the works and utilities in the Apartment Building; the right to shield to ensure privacy and safety for Residents; the right to support and protect Residents to ensure a secure and quality living environment;
- c) the right of construction and Maintenance of any Conducting Media in, on, under, or over the Apartment at any time for the benefit of any other part of the Apartment Building;
- d) the right (at any time upon a reasonable notice except in cases of emergency) to enter (or in cases of emergency to break into and enter) the Apartment (i) to observe (for the purpose of Apartment Warranty or Maintenance) the status and condition of the Apartment Building, and (ii) to repair and perform the Maintenance of the Apartment Building or any part thereof, and (iii) to rescue;
- e) to inspect, clean, connect, repair, remove, replace, alter, or carry out any work whatever to or in connection with the Conducting Media or services referred to item (a) and (c) above-mentioned;
- f) to carry out the works subject to the obligations of the Developer or the Board of Apartment Owners' Committee set forth in this Internal Rules, and the agreements between the Developer and the other Apartment Owners or other third parties in accordance with the laws of Vietnam; and
- g) to exercise any of the rights granted to the Developer or the Board of Apartment Owners' Committee by this Internal Rules or in accordance with the laws of Vietnam.

**Article 16. Regulations on public disclosure of information about the Apartment Building**

16.1 The Board of Apartment Owners' Committee, the Management Company must publicly announce information related to the management and use of the Apartment Building on the bulletin board or noticeboard or other means of communication of the Apartment Building.

16.2 Regulations on fire prevention and firefighting must be posted in the correct place; regulations on the use of elevators must be posted in the correct place to ensure safe and convenient use.

**Article 17. Regulations on fire prevention and firefighting**

17.1 Residents are obliged to strictly comply with the laws on fire prevention and firefighting in effect at each time;

17.2 Residents are responsible for organizing activities and regularly inspecting fire prevention and firefighting within their scope of responsibility according to the law on fire prevention and firefighting and other specific responsibilities as follows:

- a) When away from home for a long time, Residents must notify the Management Company, turn off all electrical and water sources, and turn off the main circuit breaker;

- b) Do not arbitrarily interfere, connect, repair, or install additional equipment to the fire alarm system or information speakers in the Apartment;
- c) Do not smoke or dispose of cigarette butts in the hallways, stairwells, elevators, and other public places of the Apartment Building;
- d) Do not use open flames;
- e) Always be vigilant and cautious when cooking. Regularly check and maintain equipment (air conditioners, refrigerators, water heaters, heating lamps, etc.) and gas and electrical system wires and pipes and other equipment. If anything unusual is detected, immediately report it to the Management Company for inspection and handling. When leaving the room, turn off the electricity, gas, and water to ensure safety;
- f) Residents are responsible for disseminating to each member living in the Apartment the fire prevention and firefighting regulations, emergency exits, and how to use fire extinguishers and fire hoses to handle the fire themselves from the outset to avoid spreading;
- g) Motor vehicles with 4 seats or more of Residents must meet the conditions according to the regulations of the State authority on fire prevention and firefighting;
- h) Residents are responsible for purchasing mandatory fire and explosion insurance for their private ownership areas and contributing to the cost of purchasing mandatory fire and explosion insurance for the Common-Owned Component And/Or Common-Used Component in accordance with the law on fire prevention and firefighting and insurance business law; be responsible under law and compensate in case of causing fire or explosion in the Apartment Building.

### 17.3 Prohibited acts:

- a) Intentionally causing fire or explosion that harms human life and health, causing damage to the property of the State, organizations, and individuals;
- b) False fire alarms;
- c) Illegally manufacturing, storing, transporting, preserving, using, or trading substances that pose fire and explosion hazards, seriously violating regulations on management and use of fire sources, heat sources, and fire prevention and firefighting standards prescribed by the State;
- d) Damaging, altering, or moving fire prevention and firefighting equipment, signs, directional signs, and emergency exit signs;
- e) Leaving flammable and explosive substances near fire sources or heat sources;
- f) Burning votive paper in the Apartment Building is strictly prohibited; they must be burned in designated places;
- g) It is strictly forbidden to burn honeycomb coal, kerosene stoves, etc. in the Apartment Building;
- h) It is strictly forbidden to dispose of flammable materials into the garbage disposal such as burning cigarette butts, flammable objects such as foam, rubber, gas lighters, matchboxes, etc.
- i) It is strictly forbidden to alter fire prevention and firefighting equipment such as fire alarms, smoke detectors, gas leak detectors (if any) ...

j) It is forbidden to bring flammable and explosive substances into the Apartment Building.

17.4 Since the exit stairway door is a pressurized door serving the evacuation process in case of fire incidents, it is required that the exit stairway doors remain closed, Residents are not allowed to obstruct or prop open the door; violations will be handled according to regulations.

**SCHEDULE 12**  
**LIST OF MANAGEMENT AND OPERATION SERVICES**

*(Attached to the Apartment Sale and Purchase Agreement)*

In this Schedule 12, unless otherwise defined herein, the capitalized terms being used shall have the same meanings as assigned to it in the Agreement.

The Management And Operation Services shall include:

1. Controlling and maintaining the operation, regularly inspecting the lifts system, maintaining water pumps, power generators, automatic fire alarm system, fire extinguishing system, firefighting instruments, backup equipment, and other equipment that belong to the Common-Owned Component And/Or Common-Used Component to ensure these systems and devices function normally;
2. Providing services of security, environmental sanitation, waste collection, care for flower garden and plants, pest control and other services to ensure normal operation of the Apartment Building;
3. Other related services as decided by the General Meeting.



**SCHEDULE 13**  
**AGREEMENT ON THE USE OF THE GARDEN AREA<sup>28</sup>**  
*(if applicable)*

---

<sup>28</sup> To be agreed by the Parties at the Execution Date and in accordance with the Project's approved design dossier.