**VSIP-SEMBCORP GATEWAY DEVELOPMENT CO., LTD**

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**SALE AND PURCHASE AGREEMENT**

**No.: ........./20.../HĐMB-P3**

**APARTMENT NO. : ………….**

**FLOOR : ………….**

**APARTMENT BUILDING : …………..**

**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom - Happiness**

*Binh Duong, .....................................*

**HOUSING SALE AND PURCHASE AGREEMENT**

**No.: ……./………**

* *Pursuant to Civil Code no. 91/2015/QH13 dated 24 November 2015 (“****Civil Code 2015****”);*
* *Pursuant to Law on Real Estate Business no. 29/2023/QH15 dated 28 November 2023 (“****Law on Real Estate Business 2023****”);*
* *Pursuant to Law on Residential Housing no. 27/2023/QH15 dated 27 November 2023 (“****Law on Residential Housing 2023****”);*
* *Pursuant to Law on Protection of Consumer Rights no. 19/2023/QH15 dated 20 June 2023 (“****Law on Protection of Consumer Rights****”);*
* *Pursuant to Decree no. 96/2024/ND-CP dated 24 July 2024 issued by The Government on detail implementing some articles of Law on Real Estate Business (****“Decree 96/2024”)****;*
* *The legal documents of project and apartment include:*
* *Decision No. 268/UBND-KTN dated 24 January 2014 of the People’s Committee of Binh Duong Province regarding the approval of investment in the VSIP Real Estate Project;*
* *Decision No. 2395/QĐ-UBND dated 30 August 2012 of the People’s Committee of Binh Duong Province on the Approval of the 1/500 Detailed Construction Planning for the Complex Area (VSIP Real Estate Project) in Binh Hoa Ward, Thuan An Town, Binh Duong Province;*
* *Decision No. 989/QĐ-UBND dated April 15, 2021 of the People’s Committee of Binh Duong Province on the Partial Adjustment to the 1/500 Detailed Planning of the Complex Area (VSIP Real Estate Project) in Binh Hoa Ward, Thuan An City, Binh Duong Province;*
* *Investment Registration Certificate, Project Code No. 2112282317, issued for the first time on 01 November 2013, by the Department of Planning and Investment of Binh Duong Province, and amended for the fifth time on 30 September 2024.*
* *Decision No. 2808/QĐ-UBND of the People’s Committee of Binh Duong Province dated 27 September 2019, on the approval of the partial transfer of the VSIP Real Estate Project (Complex Area), located in Binh Hoa Ward, Thuan An Town, Binh Duong Province;*
* *Decision No. 3992/QĐ-UBND of the People’s Committee of Binh Duong Province dated 30 December 2019, on the land revocation from Vietnam-Singapore Industrial Park Joint Venture Co., Ltd., and the land allocation to VSIP-Sembcorp Gateway Co., Ltd. for the development of the Habitat Binh Duong;*
* *Land Use Right Certificate, Ownership of Residential Housing and Other Assets Attached to Land no. CK 648839, Certificate Registration No. CT51850 issued by Binh Duong Department* *of Natural Resources and Environment on behalf of Binh Duong People’ Committee dated 21 Febuary 2020;*
* *Construction Permit no. 4076/GPXD issued by Binh Duong Department* *of Construction dated 06 December 2021 for the Habitat Binh Duong Apartment Project – Phase 3;*
* *Notice of Completion Acceptance Inspection Result No. 42/GĐ-DDCN/HT issued on 01 April 2025, issued by the State Authority for Construction Quality Inspection – Ministry of Construction.*

*Parties herein includes*:

**I. THE SELLER (herein after called as “The Seller”)**

Company name **: VSIP-SEMBCORP GATEWAY**

 **DEVELOPMENT CO., LTD**

Enterprise registration certificate No.: 3702228917

Authorized represented by : Mr. Yeoh Guan Keat

Title : General Director

*According to the authorization letter dated 24/12/2024*

*Passport No.: A60884166 date of issuance 02/02/2024 in Malaysia*

Head office : No. 8 Huu Nghi Boulevard, Vietnam – Singapore Industrial Park, Binh Hoa Ward, Thuan An City, Binh Duong Province, Vietnam

Telephone : (+84-274) 388 7799

Account No. : 1075606868 at Vietcombank – Tan Dinh Branch

Tax Code : 3702228917

**II. THE BUYER (herein after called as “The Buyer”)**

Company name/Mr./Ms : [ ]

ID/passport/ERC No. : [ ] issued by/in [ ] issuance date [ ], expiry date [ ]

Permanent address : [ ]

Contact address : [ ]

Contact number : [ ]

Fax (if any) : [ ]

Email : [ ]

Account No (if any) : [ ] at Bank [ ]

Tax code (if any) : [ ]

*Both Parties agree to sign this Apartment Sale and Purchase Agreement with the following terms and conditions:*

**ARTICLE 1: DEFINITIONS**

The following terms and expressions in this Agreement shall have the meanings stated as follows:

* 1. **“Apartment”** means the residential unit and any other functional areas (if any) within the Apartment Building that are sold together with the Apartment under this Agreement, including: the “Apartment” constructed in a self-contained layout in accordance with the approved design as part of the apartment building developed and constructed by VSIP-Sembcorp Gateway Development Co., Ltd with the specifications and characteristics of the apartment as described in Article 2 of this Agreement; and the “Other Areas” of the Apartment Building (if any), along with the technical equipment and facilities designated for exclusive use that are attached to the Apartment and such other areas (if any), which the Buyer agrees to purchase from the Seller in accordance with this Agreement. The term “Other Areas” (if any) refers to areas within the Apartment Building that are not part of the Apartment’s built-up floor area but are sold together with the Apartment under this Agreement.
	2. **“Apartment Building”** means the whole apartment building where the Apartment is located, invested by VSIP-Sembcorp Gateway Development Co., Ltd, including apartments, commercial and business areas, and public facilities, and the outdoor areas (if any) that have been constructed at the plot no. 672, the map no. 30 (DC3) of the project The Habitat Binh Duong, Binh Hoa Ward, Thuan An City, Binh Duong Province.
	3. **“Agreement”** means this apartment sale and purchase agreement, including all its Schedules, attached documents, and any written amendments or supplements hereto as made and signed by Parties during the performance of this Agreement.
	4. **“Sale Price”** means the total price of Apartment under Article 3 of this Agreement.
	5. **“Warranty”** means the Seller’s obligation to provide warranty services for the Apartment in accordance with the terms of this Agreement and applicable laws. This includes the repair, correction or replacement of specific components listed in Article 9 of this Agreement in cases of damage, defects, or abnormal operation not caused by the apartment user, within the warranty period as stipulated by the laws on housing and construction and as agreed upon in this Agreement.
	6. **“Floor Area of the Apartment”** means the total built-up floor area of the Apartment, including the area of balconies and loggias attached to the Apartment, calculated from the centerline of the enclosing walls and partition walls of the Apartment. This also includes the floor area occupied by columns and technical shafts located within the Apartment.
	7. **“Usable Area of the Apartment”** means the floor area measured based on the carpet area, including the internal partition walls between rooms within the Apartment, balconies, and loggias (if any), but excluding the enclosing walls of the Apartment, walls separating it from other apartments, and the floor area occupied by columns, technical shafts, and the enclosing walls of such shafts (if any) inside the Apartment. For balconies, the entire floor area shall be included; in cases where the balcony shares a wall with another unit, the measurement shall be taken from the inner edge of the shared wall. For loggias, the entire floor area shall be measured from the inner edge of the shared wall or the enclosing wall of the Apartment. In cases where equipment or structural components are attached to the balcony or loggia but are part of the exterior façade of the building, as per the approved construction design in accordance with applicable construction laws, such equipment or components shall be deemed part of the Common Ownership of the Apartment Building (***Note:*** *The carpet area (clear internal area) is measured to the inner edge of the finished walls/partitions/window frames/railings* that are flush with *the floor surface (excluding decorative interior elements such as skirting boards, moldings, trims, etc.)*; the usable area of the Apartment will be stipulated in the Certificate granted to the Buyer.
	8. **“Area under Private Ownership of the Buyer**”means the area located within the Apartment, within any Other Areas inside of the Apartment (if any), and any technical equipment exclusively used and attached to the Apartment and/or such Other Area(s) (if any); all of which shall be recognized as the Buyer’s private ownership in accordance with the provisions of the law on housing.
	9. **“Area under Private Ownership of the Seller**”means areas located within and outside of the Apartment Building and the technical equipment systems attached thereto, which have not been sold, leased under hire-purchase, or are not intended to be sold or leased under hire-purchase by the Seller, and which are retained by the Seller for its own use or business operation. The investment capital value of such areas shall not be allocated into to the Apartment Sale Price. These area shall be recognized as private ownership of the Seller in accordance with the provisions of the law on housing.
	10. **“Common Areas in the Apartment Building**”means the remaining area of ​​the Apartment Building, excluding the privately owned area of the owners of the apartments, and the equipment and facilities for common use within the Apartment Building as prescribed by the law on housing; including the areas, equipment systems, technical infrastructure systems, public works as specified in applicable law on housing , and other areas specifically agreed upon by the Parties under Article 11 of this Agreement.
	11. **“Maintenance Fee For Common Areas of the Apartment Building”** means an amount equal to two per cent (2%) of the value of the Apartment, and any other sold areas; this amount is included in the Sale Price and calculated on pre-tax basis for the purpose of maintaining the Common Area of ​​the Apartment Building.
	12. **“Management and Operation Service 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.
	13. **“Apartment Building Maintenance”** is the regular upkeep and repair of the Apartment Building to maintain its quality and condition. Maintenance activities include inspection, monitoring, quality assessment, minor repair, periodic repair and major repair of the construction of the Apartment Building; inspection and maintenance of the fire prevention and fighting systems; and replacement of components or equipment used in common areas of the buildings or apartment complexes.
	14. **“Apartment Building Regulation”** means the rules and regulations of management and use of the Apartment Building, attached to the Agreement and all its amendments adopted by the General Meeting of Apartment Building in the course of management and use of the Building.
	15. “**Property Management Company**” means an organization or enterprise that has the function and capacity to perform the management and operation of the Apartment Building after the Apatment Building is completed and put into use.
	16. **“Certificate”** means certificate of house ownership and residential land use right, or the Certificate of land use rights, housing ownership and other assets attached to land, or any other certificates of land use rights and ownership of assets attached to land in accordance with the laws on land, which record the ownership of houses or construction works; or the Certificate of house ownership; or the Certificate of ownership of construction works which is granted to the Buyer by the competent authority according to the regulation on land.
	17. **“Management Committee”** means individuals representing the owners and occupants of the Apartment Building in order to manage and operate the Apartment Building. The Management Committee is established by General Meeting of Apartment Building in accordance with applicable laws on housing.

* 1. **“Party”** means the Seller or the Buyer as the case may be. In the case the Buyer consists of two (02) individuals or more, all references to the Buyer in the Agreement mean each of them, all obligations and responsibilities of the Buyer under this Agreement are joint and several obligations. The Seller has no obligations to determine individual obligations of each individual of the Buyer, however according to the Seller’s own decision, the Seller may request each of the Buyers to undertake several or joint obligations under this Agreement.
	2. **“Seller/Investor”** means VSIP-Sembcorp Gateway Development Co., Ltd.
	3. **“Buyer/Apartment Owner”** means the person who has legitimate right to own one or more apartments in the Apartment Building according to the Certificate issued by the competent authority; or the person obtains the legitimate ownership of the Apartment on basis of a contract or a legal instrument of inheritance, donation, sale and purchase in accordance with laws but not yet being issued the Certificate. In this Agreement, Apartment Owner is the Buyer or the transferee of the Sales and Purchase Agreement from the Buyer, the other Apartment Owners who are individuals or organizations entering into a Sale and Purchase Agreement with the Seller.
	4. “**Actual Usable Area of the Apartment**” shall have the meaning as defined in Article 2 of this Agreement.
	5. “**Project**” means the Habitat Binh Duong project at No. 8, Huu Nghi Boulevard, Binh Hoa Ward, Thuan An City, Binh Duong Province developed by the Seller.
	6. **“Both Parties”** or **“Parties”** means the Seller and the Buyer prescribed in this Agreement.
	7. **“****General Meeting of Apartment Building”** means the meeting of all representatives for Apartment Owners or occupants in case the owners do not attend (including Apartments or other area in the Apartment Building have been handed over but have not completed payment to the investor, except for cases of termination of sales and purchase, hire-purchase agreement) in order to elect the Management Committee, to decide the amendment of or addition to the Building Regulation, the meeting regulations, to establish regulations on the operations of the Management Committee, to select the Property Management Company in charge of management and operation of the Apartment Building, and to decide other issues as provided by laws.
	8. **“Date”** means weekdays, including Saturday, Sunday, public holidays and Tet holidays.
	9. “**Estimated Handover Date**” shall have the meaning as defined in Article 8 of this Agreement.
	10. “**Anti-Money Laundering Laws***”* shall have the meaning as defined in Article 13 of this Agreement.
	11. “**Difference Amount**” shall have the meaning as defined in Article 3 of this Agreement.
	12. **“Added Services Charges”** means the charges payable for using, enjoying added services and facilities in the Apartment Building (other than the services subject to the payment of the monthly management fee to operate, manage the Apartment Building) which are provided in details in the Building Regulation and determined by the Management Committee from time to time.
	13. **“Force Majeure”** means an objective occurrence which each of or the Parties in this Agreement could not be foreseeable and remediable in order to carry out its obligations under the Agreement, although such Party has tried its best and applied all necessary measures. The Parties agree that the occurrences prescribed in Article 14 of this Agreement are considered as Force Majeure.
	14. “**Handover Notice**” shall have the meaning as defined in Article 8 of this Agreement.
	15. **“Late Interest**” shall have the meaning as defined in Article 12 of this Agreement.

**ARTICLE 2: DESCRIPTION OF THE APARTMENT**

The Seller agrees to sell and the Buyer agrees to buy the Apartment with the following information:

1. Description of the Apartment:
2. Apartment number [     ] at the floor [      ] of the Habitat Binh Duong at No. 8, Huu Nghi Boulevard, Vietnam-Singapore Industrial Park, Binh Hoa Ward, Thuan An City, Binh Duong Province.
3. Usable Area of the Apartment is [     ] m2. This area shall be calculated based on the carpet area (“referred to as the Carpet Area”) as stipulated in Clause 7 of Article 1 of this Agreement and shall serve as the basis for determining the price of the Apartment as specified in Article 3 of this Agreement;

Both Parties agree that, the Usable Area stated herein is provisional and may increase or decrease based on the actual measurements taken at the time of hand over. The Buyer shall be responsible for making payment to the Seller based on the actual usable area of the Apartment upon handover (the “**Actual Usable Area**”) in accordance with the following principles: (i) in the event the Actual Usable Area deviates (increases or decreases) by not more than zero point five percent (0.5%) from the usable area of the Apartment specified in this Agreement, the Parties shall not adjust the Sales Price; (ii) In event the Actual Usable Area deviates (increases or decreases) by more than zero point five percent (0.5%) from the usable area stated in this Agreement, Sale Price shall be adjusted based on the Actual Usable Area at the time of handover multiplied by the unit price specified in this Agreement.

In the Apartment Handover Minutes or in an appendix to this Agreement, the Parties agree to clearly specify the Actual Usable Area of the Apartment at the time of handover, as well as any difference between the Actual Usable Area of the Apartment and the area stated in the signed Agreement (if any). The Apartment Handover Minutes and the appendix to the Sale and Purchase Agreement are integral parts of this Agreement. The Apartment area to be recorded in the Certificate issued to the Purchaser shall be based on the Actual Usable Area of the Apartment at the time of handover.

1. Floor Area of ​ the Apartment is [ ] m2. This area is determined in accordance with Clause 6 of Article 1 of this Agreement;
2. Intended use of the Apartment: residential.

(đ) The year of completion of the building: 2025

1. Other areas sold together with the Apartment (such as parking space, commercial or service floor area, etc.): None.
2. Characteristics of land of the Building Apartment as referred in Clause 1 of this Article:
3. Lot number: 671
4. Map No.: 30(DC3) prepared by the Department of Natural Resources and Environment;
5. Land area of common use: 18,121m2
6. Legal documents of the Apartment: the Seller will provide to the Buyer information and the true copy of document as following:
	* + Document on land: Certificates of land use rights no. CK 648839, *Certificate Registration* no. CT51850 has been granted by the Department of Natural Resources and Environment of Binh Duong Province on behalf of Binh Duong People’ Committee dated 21 February 2020;
		+ Document on construction: the construction permit no. 4076/GPXD has been granted by the Department of Construction of Binh Duong Province dated 06 December 2021;
		+ Document on project: the Investment Registration Certificate of project no. 2112282317 has been granted by the Department of Planning and Investment of Binh Duong Province dated 01 November 2013, the 5th changed dated 30 September 2024;
		+ Other information and documents: Notice of Completion Acceptance Inspection Result No. 42/GĐ-DDCN/HT issued on 1 April 2025, by the State Authority for Construction Quality Inspection – Ministry of Construction.
7. The actual situation of insfrastructure construction, service relate to the Apartment: (i) Completion of the acceptance of the Apartment Building in accordance with the approved design and acceptance of the technical infrastructure works in the area where the Apartment is located, in line with the approved Project schedule. This includes: road traffic system; public lighting and residential electricity systems; domestic water supply and wastewater systems; telecommunications system; and (ii) Completion and acceptance of social infrastructure works serving residential needs as approved prior to the handover of the Apartment, including: kindergarten, clinic, community hall, parks, and green spaces.
8. The Apartment Building has been accepted as per the Notice of Completion Inspection No. 42/GĐ-DDCN/HT dated 1 April 2025, issued by the State Authority for Construction Quality Inspection – Ministry of Construction.
9. Restrictions on ownership rights and right to enjoyment of the houses (if any): None.
10. Other information (if any): None

**ARTICLE 3: SALE PRICE, MAINTENANCE FEE, METHOD OF PAYMENT AND PAYMENT SCHEDULE**

* 1. Sale Price:
1. The Sale Price of Apartment is calculated according to the formula of unit price of 01 m2 *multiplied by* (x) the total Usable Area of the Apartment, particularly as follows: ....... m2 usable area *multiplied by (x)* .................. VND/m2 usable area = VND ..................... (In word: …….).

The Sale Price is inclusive of the value of land use right, land use levy, value added tax and Maintenance fee for Common Area of the Apartment Building, in which:

* Value of the Apartment (including the value of land use right, land use levy) is: VND ................... (In words: …).
* Value Added Tax is: VND ....................; this tax is not charged on land use levy paid to the State in accordance with law. (In words: …)
* Maintenance fee for Common Area of the Apartment Building is equivalent to two percent (02%) of the value of the Apartment (this fee is calculated before tax) is: VND ............ (In word: .......).

(b) The Sale Price as indicated in Point a of this clause excludes:

* + - Registration fee, fees and expenses according to law provisions related to the procedure of the Certificate’s application for the Buyer. These registration fee, fees and expenses shall be paid by the Buyer.
		- Costs of connection, installation of equipments and use of services includes electricity and water supply service, postal service, telecommunication service, television and other services used by the Buyer in the Apartment. The Buyer shall pay these costs directly to service providers.
		- Monthly management fee. From the handing over date of the Apartment to the Buyer is stipulated in Article 8, the Buyer is responsible for payment of management fee as agreed in this Agreement.
		- Expenses for purchasing fire and explosion insurance.
		- Fees for the use of Add Services Charge (if any) related to the enjoyment of enhanced services and amenities in the Apartment (excluding services covered by the monthly Management Fee as stipulated in Clause 5, Article 11 of the Agreement), as specifically determined in the Apartment Building Regulations adopted from time to time in accordance with legal regulations and as decided by the General Meeting of Apartment Building at each specific time, to be paid by the Buyer based on the Buyer's actual usage needs.

(c) Both Parties agree that from the handover date of the Apartment and during the ownership, the use period of the purchased Apartment, the Buyer shall pay any financial duty according to prevailing laws, monthly management fee and other service fees for use of utilities such as gas, electricity, water, telephone, cable television and other services to suppliers.

1. The Sale Price in case of discrepancy in the Actual Usable Area of the Apartment.

In the event that:

* + - The Actual Usable Area of the Apartment differs (either higher or lower) by more than zero point five percent (0.5%) and up to two percent (2%) compared to the usable area stated in this Agreement; or
		- The Actual Usable Area of the Apartment differs (either higher or lower) by more than two percent (2%) compared to the usable area stated in this Agreement and the Buyer chooses to purchase the Apartment in accordance with Point (l.2), Clause 1, Article 6 of this Agreement,

then the Sale Price shall be adjusted according to the formula set out in Point a, Clause 1, Article 3 of this Agreement, based on the Actual Usable Area of the Apartment at the time of handover (i.e., unit price multiplied by the Actual Usable Area at handover). In such case, the Maintenance Fee for the common ownership portion of the Apartment shall also be adjusted in accordance with the adjusted Sale Price.

* 1. Payment method:Payment shall be made in Vietnam Dong via bank transfer or other methods in accordance with applicable laws.
	2. Payment schedule:
1. Payment schedule of the Sale Price of the Apartment (excluding Maintenance Fee 2%): The Buyer shall pay to the Seller according to the schedule as defined in Schedule 3 of this Agreement and the provisions below for cases of Sale Price adjustment.

In the event of an adjustment to the Sale Price as per the provisions in Point d, Clause 1, Article 3 of this Agreement, the difference between the Sale Price based on the Actual Usable Area and the provisional Sale Price as stated in this Agreement (“**The Difference**”) shall be paid according to the following schedule:

* + - In the event that the discrepancy in measurement results in an adjusted price that is higher than the provisional Sale Price of the Apartment, the Buyer shall pay ninety-five percent (95%) of the Difference to the Seller within twenty (20) days from the date the Parties sign the schedule adjusting the Actual Usable Area of the Apartment (“**Schedule on Adjustment of Actual Usable Area**”). The remaining five percent (5%) of the Difference shall be paid by the Buyer to the Seller together with the final payment in accordance with the schedule specified in Schedule 3 of this Agreement.
		- In the event that the discrepancy in measurement results in an adjusted price that is lower than the provisional Sale Price of the Apartment, the Seller shall refund the Difference to the Buyer within twenty (20) days from the date the Parties sign the Schedule on Adjustment of Actual Usable Area.

The Parties agree that the payment of the Difference must comply with the condition that the Seller shall not collect more than ninety-five percent (95%) of the Sale Price (as adjusted) if the Certificate in the Buyer's name has not been issued in accordance with the law (except in cases where the Buyer voluntarily carries out the procedures to apply for the Certificate, or is deemed to have voluntarily carried out such procedures as stipulated in Point h, Clause 2, Article 5 of this Agreement).

1. Schedule of payment for Maintenance Fee two percent (02%): The Buyer shall pay the Maintenance Fee for the common ownership areas to the Seller within the period from the date the Seller sends the Apartment Handover Notice to the date prior to the signing of the Apartment Handover Minutes. The Seller and the Buyer are responsible for depositing the two percent (2%) Maintenance Fee into an account opened at a commercial bank in accordance with the law on housing, as specifically determined below.

The Parties must pay the Maintenance Fee into the bank account as following:

* + - Name of account : Maintenance fee deposit of the Habitat Binh Duong
		- Account holder : VSIP-Sembcorp Gateway Development Co., Ltd
		- Bank account no. : 2075606868
		- Deposit term : Non term
		- At : Vietcombank – VSIP Transaction Office
		- Swiftcode : BFTVVNVX

Handing over of the Maintenance Fee shall be carried out by Parties in according to regulation of the law on housing.

1. Other Agreed term:

(c.1) The time at which the Buyer is deemed to have made payment shall be the time when the transferred amount is credited to the Seller’s designated bank account.

(c.2) The Parties agree that before taking handover of the Apartment, the Buyer must pay the Maintenance Fee as prescribed into the account specified in Point b of this Clause and provide the Seller with confirmation documents of such payment; in the event that the Buyer fails to pay the Maintenance Fee as required under Point b of this Clause, the Apartment shall not be handed over.

(c.3) In the event that the Seller has paid the Maintenance Fee for the common ownership areas of the Apartment into the aforementioned account prior to the signing of this Agreement, the Buyer shall not be required to pay the Maintenance Fee into that account but shall instead pay it directly into another account designated by the Seller, within the period from the date the Seller issues the Apartment Handover Notice until before the signing of the Apartment Handover Minutes; if the Buyer fails to reimburse the Maintenance Fee already paid by the Seller in accordance with this item (c.3), the Apartment shall not be handed over.

**ARTICLE 4: QUALITY OF CONSTRUCTION**

* 1. The Seller commits the quality of Apartment Building, in which the Apartment as prescribed at Article 2 of this Agreement follows the approved design and uses correct construction materials (or equivalent) as agreed by Both Parties in this Agreement.
	2. Construction progress: The construction has been completed and has been inspected and accepted for use in accordance with the provisions of construction law.
	3. The Seller must carry out the construction of technical infrastructure and social infrastructure to serve the essential needs of the Buyer in accordance with the approved plan, design, content and progress of the project and ensures that the quality is in accordance with the construction standard of the State.
	4. The Seller shall (i) complete the acceptance of the Apartment Building in accordance with the approved design and acceptance of the technical infrastructure works in the area where the Apartment is located, in line with the approved Project schedule. This includes: road traffic system; public lighting and residential electricity systems; domestic water supply and wastewater systems; telecommunications system; and (ii) complete the construction and acceptance of the approved social infrastructure works serving residential needs prior to the handover of the Apartment, including: kindergarten, clinic, community activity house, parks, and green spaces.
	5. Electricity, water, telecommunication, cable TV and other utilities to be privately used by the Buyer and shall be provided by authorized service providers (directly or indirectly or through the Seller) in accordance with the agreements between the Buyer and service providers.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE SELLER

* 1. **Rights of the Seller**
		1. Request the Buyer to pay the Sale Price, Maintenance Fee in accordance with the payment schedule specified in Article 3 and has the right to apply the interest in case the Buyer fails to make payment as per Article 3 and Schedule 3 of this Agreement. The interest for late payment is stipulated in Clause 1 of Article 12 of this Agreement.
		2. Request the Buyer to be receive the handover of the Apartment in accordance with the timeline agreed upon and specified in this Agreement.
		3. Entitled to refuse handover of the Apartment or the original of the Certificate until the Buyer fulfills its financial obligations under this Agreement.
		4. Entitled to stop or request the supplier to stop supply electricity, water and other services if the Buyer (or the transferer this Agreement) violates Regulation on management and use of apartment issued by the Ministry of Construction and the Building Regulation attached this Agreement.

(đ) Entitled to change the equipment and construction materials of the Apartment Building with those of equivalent quality value in accordance with the provisions of construction laws; in the case of any change in equipment and materials to complete the inside of the Apartment, it must be agreed by the Buyer in written.

* + 1. To perform the rights and obligations of the Management Committee during the period in which such Management Committee has not yet been established; publish the Apartment Building Regulation; select and enter into contract with Property Management Unit for the management and operation of the Apartment Building from the time the Apartment Building is put into use until the Management Committee is officially established
		2. Unilaterally terminate this Agreement as agreed in Article 15 of this Agreement.
		3. To require the Buyer to pay penalties for breach of the Agreement or compensate for damages in case of any breach of the agreements subject to penalty or compensation under this Agreement or pursuant to a decision issued by a competent state authority.
		4. Hand over the Certificate to the bank in case the Buyer has mortgaged the Apartment as security in favor of the bank and has not fully paid all financial obligations to the bank (if any), if there is an agreement between the Buyer, the Seller, and the bank.
		5. Have full rights to own, manage, exploit, and perform business operations and other rights for the Area under Private Ownership of the Seller in accordance with the approved designs, Apartment Building Regulation and Vietnamese law.
		6. Other rights of the Seller in accordance with the Law on Protection of Consumer Rights 2023 and other relevant provisions of law.
	1. **Obligations of the Seller**
1. Provide the Buyer with accurate information on the approved detailed planning and designs of the Apartment Building and the Apartment. Provide the Buyer one (01) copy of the Apartment layout, one (01) copy of the floor plan and the approved overall building floor plan that contains the Apartment, and legal documents related to the sale and purchase of the said Apartment.
2. Construct the Apartment and its infrastructure in accordance with the approved planning, content and the schedule of the Project as approved by the competent authority such that the Buyer may use the Apartment in a normal manner after handover.
3. Ensure that the construction quality, technical and aesthetic architecture of the Apartment Building is in accordance with applicable design and technical standards.
4. To preserve the Apartment during the period before handing over to the Buyer; and to carry out the warranty obligations for the Apartment and the Apartment Building in accordance with Article 9 of this Agreement.

(đ) Handover the Apartment and legal documents related to the Apartment to the Buyer in accordance with the schedule as stipulated in this Agreement.

1. Instruct and support the Buyer in signing the service contract with the suppliers of electricity, water, telecommunications, and cable television.
2. Pay the land use fees and other tax, fees and expenses related to the sale of the Apartment as prescribed by law.
3. Conduct application procedures to request the Certificate for the Buyer from the competent authority. In this case, the Seller shall notify in writing to the Buyer of the submission of the Buyer’s related documents so that the Seller can conduct application procedures for issuance of the Certificate to the Buyer.

If the Buyer does not provide the full set of documents as informed in the Seller’s notice within 30 (thirty) days from receiving the notice of the Seller, the Buyer shall be considered to apply for the Certificate themselves. In such a case, the Seller shall support and provide full legal documents in relation to the Apartment to the Buyer.

1. Organize the first General Meeting of Apartment Building to establish Management Committee; perform the duties of the Management Committee until it is established.
2. Provide assistance to the Buyer in carrying out procedures for mortgaging the Apartment at a credit institution upon the Buyer’s request.
3. Pay contractual penalties and compensate the Buyer for damages in the event of any breach of the provisions subject to penalty or compensation under this Agreement or pursuant to decisions issued by competent State authorities.
4. Pay the two percent (02%) Maintenance Fee in accordance with the provisions of the law for the Area under Private Ownership of the Seller into the account opened at a commercial bank as prescribed by the housing law, to be received and managed by the Management Committee after its establishment, in accordance with the agreement set forth in Point b, Clause 3, Article 3 of this Agreement and the applicable legal regulations.
5. Disclose the Agreement in accordance with the provisions of the law on real estate business. In the event that the Seller and the Buyer agree on certain contents to be specified in the Agreement which are not included in the standard agreement form as prescribed by the law on real estate business, and such contents fall under cases that require registration or disclosure in accordance with other relevant laws, the Parties shall prepare an appendix to this Agreement to stipulate those contents separately. The Seller shall use such appendix for registration and disclosure in accordance with applicable legal regulations.
6. Ensure that the design of area and layout of the Apartment and design of infrastructure comply with the approved planning and relevant construction laws and regulations. The design of area and layout of the Apartment shall not be changed, except in cases where such changes are required by competent State authorities or agreed upon between the Buyer and the Seller and approved by the competent State authorities.
7. Ensure the security and confidentiality of the Buyer’s information in accordance with the Law on Protection of Consumer Rights 2023 and other relevant legal provisions. The Seller shall only use the Buyer’s information directly to fulfill the contractual obligations of Both Parties. Any collection, use (including sharing, disclosure, or transfer of the Buyer’s information to third parties) beyond this purpose must obtain the Buyer’s consent in accordance with the specific provisions of the Law on Protection of Consumer Rights 2023.
8. Ensure compliance with the Seller’s obligations as prescribed by the Law on Protection of Consumer Rights 2023 and other relevant legal provisions.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE BUYER

* 1. **Right of the Buyer**
1. Receive the handover of the Apartment as stated in Article 2 with the list of equipment, materials specified in the list of materials agreed by the Parties attached to this Agreement and documents of the Apartment.
2. The Buyer shall be entitled to use at least one (01) motorcycle parking space in the Apartment Building’s parking area, with the location as per the approved design, and shall have rights to register for a car parking space. For the avoidance of doubt, the allocation of car parking space to the Buyer shall be on first come first serve principle and subject to the number of car parking spaces approved in the design and the availability of the parking spaces at the time of the Buyer’s registration. The allocation of car parking space within the Apartment Building must prioritize Apartment’s owners first before allocating spaces for public parking. The registration and allocation of car parking spaces within the Apartment Building shall comply with the Apartment Building Regulations in accordance with the afore-mentioned principle.
3. Request the Seller to conduct application procedures to obtain the Certificate (except when the Buyer voluntarily carries out this procedure as agreed in point h, Clause 2, Article 5).
4. Have full rights to own, use, and carry out transaction on the Apartment in accordance with the laws, to use services provided directly by service providers or through the Seller after receiving the handover of the Apartment in accordance with the service providers’ regulations.

(đ) Receive the Certificate after the Buyer pays in full the Sale Price, taxes, fees and charges related to the Apartment as agreed in this Agreement and according to the law.

1. Request the Seller to complete the construction of infrastructures in accordance with the approved content and schedule of the Project.

(g) Has the right to refuse to receive the handover of the Apartment if the Seller fails to complete the construction and put into operation the essential infrastructure works serving the Buyer's living needs as stipulated in Clause 4, Article 4 of this Agreement, or in the event that the Actual Usable Area of the Apartment deviates by more than two percent (2%) either smaller or larger from the Usable Area stated in this Agreement. Such refusal to take delivery of the Apartment shall not be considered a breach of the Apartment handover conditions by the Buyer towards the Seller.

1. Request the Seller to organize the first General Meeting of Apartment Building in order to establish the Management Committee whenever the conditions for the establishment of the Management Committee are satisfied according to the laws.
2. Request the Seller to assist with the mortgage procedure of the Apartment at a credit institution in the event that the Buyer intends to mortgage the Apartment at such credit institution.
3. Request the Seller to hand over Maintenance Fee to the Management Committee according to Point b, Clause3, Article 3 of this Agreement.
4. In case the Actual Usable Area of the Apartment exceeds two per cent (02%) as compared with the Usable Area of the Apartment as specified in this Agreement, the Buyer is entitled to one of the following options:

(l.1) to decide to buy another apartment within the Project (where available); or

(l.2) Purchase the Apartment at the adjusted Apartment Sales Price as stipulated in Point d, Clause 1, Article 3 of this Agreement, and the Difference shall be paid in accordance with Point a, Clause 3, Article 3 of this Agreement; or

(l.3) to refuse to receive the handover of the Apartment and to terminate the Agreement and provisions of Clause 3 of Article 15 shall be applied.

For clarification, in the Handover Notice, the Seller shall notify the Buyer of the above-mentioned options for the Buyer’s consideration and require the Buyer to respond by one of the methods prescribed in Clause 2, Article 16 of this Agreement within seven (07) days from the date of receipt of the Handover Notice.

In the event that the Seller does not receive any response from the Buyer within the aforementioned time limit, it shall be deemed that the Buyer has refused to accept the Apartment, and the provision at item (l.3), Clause 1, Article 6 of this Agreement shall apply.

1. Other rights of the Buyer in accordance with the Law on Protection of Consumer Rights 2023 and other relevant provisions of law.
	1. **Obligations of the Buyer**
2. Pay in full and on time the purchase price of the Apartment and Maintenance Fee of two percent (02%) for the common ownership area as agreed in Article 3 of this Agreement, regardless of whether the Seller serves payment notice to the Buyer.
3. Receive the Apartment as agreed in this Agreement.

(c) From the Handover Date, the Buyer shall be fully responsible for the Apartment and shall be solely responsible for procuring and maintaining all necessary insurance policies against any risks or damages related to the Apartment, as well as liability insurance in accordance with applicable law.

(d) From the Handover Date, regardless of whether or not the Buyer has used the Apartment, the Apartment shall be managed and maintained in accordance with the Apartment Building Regulations and the Buyer shall comply with such regulations.

(đ) Pay taxes and fees as prescribed by law which the Buyer shall pay as agreed in Article 7 of this Agreement.

1. Make payments for service charges such as electricity, water, cable TV, telecommunications, parking fee for bicycles, motorbikes, and cars in accordance with applicable laws, as well as any taxes, fees and other charges arising from the Buyer’s needs as prescribed by law.
2. Pay the management fee and other fees in accordance with Clause 5 of Article 11, regardless of the usage of the Apartment by the Buyer.
3. Comply with the regulations on the management of apartment issued by the Ministry of Construction and Apartment Building Regulation attached to this Agreement.
4. Support the Property Management Company to manage and operate the Apartment Building.
5. Use the Apartment for residential purposes in accordance with the provisions of the Laws and as agreed in this Agreement.
6. Pay contractual penalties and compensate the Seller for damages in the event of any breach the provisions subject to penalty or compensation under this Agreement or pursuant to decisions issued by competent State authorities.
7. To carry out other obligations in accordance with the decision of the authorities when breaching the management and usage regulations of the Apartment.
8. The Buyer shall:

(n.1) Be responsible for all damages, wear and tear of Apartment and the installed equipment from the Handover Date (except for the cases as specified under Article 9 of this Agreement regarding housing warranty and normal wear and depreciation in accordance with applicable laws), be responsible for the purchasing and maintaining necessary insurance for any risks and damages related to the Apartment, as well as civil liability insurance in accordance with applicable laws.

(n.2) Do not make any modifications to the Apartment that alter the original design and affect the structural integrity of the building or the public utilities of the Apartment and the entire Apartment Building. If the Buyer wishes to renovate, upgrade, repair or alter any part of the Apartment, they must:

* For minor repairs that do not affect the structure, design, layout, dimensions, or area of the Apartment and its rooms: the Buyer is responsible for notifying (together with the repair plan) the Seller (if within the warranty period) or the Management Committee/Property Management Company (if the warranty period has expired) at least five (05) working days prior to the expected commencement date of the repair work;
* For other types of repairs: the Buyer must notify (together with repair drawings and a repair plan) the Seller (if within the warranty period) or the Management Committee/Property Management Company (if the warranty period has expired) at least ten (10) working days prior to the expected commencement date of the repair work. The Seller (if within the warranty period) or the Management Committee/Property Management Company (if the warranty period has expired) must respond in writing regarding approval or refusal, clearly stating the reasons for any refusal, within five (05) working days from the date of receipt of all required documents from the Buyer. The proposed repairs shall be denied if they violate the provisions of the Apartment Building Regulations.
* In case of dividing or splitting the Apartment, it must be approved by the competent State authority.

In the event that the Buyer violates point (n.2) of this Agreement, the Buyer must repair and restore the Apartment to its original condition. If the Buyer fails to take remedial measures within thirty (30) days from the date of the Seller’s request, the Buyer shall reimburse the actual repair costs to the Seller (if within the warranty period) or to the Management Committee/Property Management Company (if the warranty period has expired) within forty-five (45) days from the date the Seller, the Management Committee/Property Management Company completes the repair work.

(n.3) Compensate the affected parties, such as the Seller or the the Management Committee, as well as occupants, licensees, tenants, guests, and other users of the Apartment Building, for all actual damages incurred as a result of the Buyer’s and the Buyer’s contractors’ renovation or repair activities, in the event that such activities violate the Agreement and the Apartment Building Regulations (such as damage to utilities or any part of the Apartment Building).

1. To fully and promptly provide the necessary documents in accordance with applicable laws for the Seller to carry out the procedures for applying for the Certificate, upon notification by the Seller in accordance with the provisions of this Agreement.
2. Be solely responsible for any dispute, claims by any third party for the acts of the Buyer relating to the execution and performance of this Agreement, as well as the use and disposal of the Apartment except for such dispute or claim resulting from the fault of the Seller.
3. Upon the termination of the Agreement, to handover the Apartment with the fixtures, fittings, and installations in its original condition as at the Handover Date (fair wear and tear accepted) together with all locks, keys and fastenings attached to the Apartment that have been supplied by the Seller or unlock all locks and fastenings of the Apartment installed by the Buyer. The Buyer is obligated to repair the damage, cleaning, painting, polishing, graining, and varnishing, and replacement of tiles (if any) to restore the Apartment to the style and finish of decoration provided by the Seller at the Handover Date (fair wear and tear accepted) within fifteen (15) days from termination date of this Agreement.

If the Buyer does not fix the Apartment as above requirement in case the Buyer has altered or installed any fixtures or additions to the Apartment, with or without the Seller's consent, the Seller may either keep any or all of those fixtures, alterations and additions without compensation to the Buyer or require the Buyer to pay the actual Seller's costs in (i) reinstating or removing all or any fixtures, alterations or additions, and (ii) repairing any resulting damage to the Apartment and/or to the Apartment Building and the Seller's fixtures and fittings.

In addition, in case the Buyer does not remove any goods or items out of the Apartment within fifteen (15) days from termination date of this Agreement, any goods or items left in the Apartment after the termination of the Agreement shall be deemed to be abandoned and the Seller may take possession of such goods or items and to sell or otherwise deal with them in a manner that is suitable and in compliance with the law. The Seller shall be entitled to charge to and recover from the Buyer the actual costs of such removal and disposal.

In this case, the Buyer shall (i) hold the Seller harmless from, and (ii) indemnify the Seller against, any obligations to third parties who own the assets that were sold or disposed of by the Seller due to an inadvertent mistake in believing that such assets belonged to the Buyer, unless the Seller had been otherwise informed or there is clear evidence of willful misconduct.

1. Provide information and documents as specified in Point g, Clause 2, Article 13 of this Agreement for the purpose of anti-money laundering risk assessment and compliance with the laws on anti-money laundering.
2. Pay parking fees for motorcycles and automobiles at the rates determined in accordance with the provisions of law and the actual conditions of the Apartment Building (not included in the building operation and management fee).
3. Other obligations of the Buyer as stipulated in the Law on Protection of Consumers’ Rights 2023 and other relevant laws.

**ARTICLE 7: TAXES AND RELEVANT FEES**

* 1. The Buyer shall pay the registration fee, other fees and charges in relation to the issuance of the Certificate in accordance with the laws when the Seller carries out the application of the Certificate for the Buyer and during the period of ownership or use of the Apartment from the handover date of the Apartment.
	2. The Buyer shall pay all taxes, fees and charges (if any) to relevant authorities in accordance with the law when selling or transferring its Apartment to a third party.
	3. The Seller shall fulfill their financial obligations imposed upon on the Seller to relevant authorities in accordance with law.
	4. Unless the Buyer voluntarily performs, or is legally required to perform, the relevant obligations, the Buyer hereby authorizes the Seller (without obligation) to pay taxes and fees on behalf of the Buyer in relation to the application for the Certificate. The Seller shall not be responsible for the delay in issuance and handover of the Certificate in the event the Buyer delays such payment of fees and taxes as mentioned in this Article for the Seller to pay such fees on behalf of the Buyer. If the Seller advances any taxes or fees to the authorities before receiving payment from the Buyer, the Buyer shall fully reimburse the Seller upon notice. Late reimbursement shall incur interest at a rate of zero-point zero five percent (0.05%) per day on the overdue amount, calculated from the due date stated in the notice until the day before actual payment.
	5. The Buyer shall be responsible for paying personal income tax, corporate income tax, and other applicable taxes or charges (as required by law) when transferring the Agreement or the Apartment to a third party, or in the event of gifting, inheritance, or leasing of the Apartment. Without prejudice to other provisions of this Agreement, the transferee, heir, or recipient of the Apartment shall inherit all rights and obligations of the Buyer arising from or related to such transfer, gift, or inheritance, including the obligation to pay taxes, fees, and charges related to the application for the Certificate, as required by competent authorities.
	6. From the date of handover, the Buyer shall be responsible for paying non-agricultural land use tax in accordance with applicable laws from time to time.

ARTICLE 8: HANDOVER AND TAKEOVER OF THE APARTMENT

* 1. Condition of handover and takeover of the Apartment
1. The Seller has completed the acceptance of the Apartment Building and the acceptance of the technical infrastructure works of the area where the Apartment Building is located, in accordance with the approved project schedule; completed the construction and acceptance of the social infrastructure works serving residential needs as required under the approved investment policy of the Project. The Apartment has been constructed in accordance with the approved design and equipped with the materials and equipment as specified in the list of construction materials and equipment agreed upon by the Parties under this Agreement, except as otherwise agreed in Point đ, Clause 1, Article 5 of this Agreement. The Actual Usable Area of the Apartment does not differ (whether more or less) by more than two percent (2%) from the usable area stated in this Agreement, unless the Buyer elects to proceed with the purchase in accordance with Point (l.2), Clause 1, Article 6 of this Agreement.
2. The Seller has satisfied the conditions for handover of residential housing as prescribed by laws on construction, housing, and urban management and development; and
3. The Buyer has fully paid all due amounts for the purchase of the Apartment in accordance with this Agreement (including any interest incurred, if any) and has paid the Maintenance Fee for the common areas of the Apartment Building as agreed in Clause 3, Article 3.
	1. The Seller shall hand over the Apartment to the Buyer on …………………………. (“**Estimated** **Handover Date**”).

The handover of the Apartment may happen earlier or later than the Estimated Handover Date as described in this Article, but not later than fourteen (14) days from the scheduled handover date; the Seller must provide the Buyer with a written notice specifying the reason for the delay in handover.

At least ten (10) days before the handover date, the Seller shall send a written notice **(“Handover Notice”)** to the Buyer to inform the time, place, and procedure for handover of the Apartment.

* 1. The Apartment to be handed to the Buyer must comply with the approved design and list of equipment and materials as agreed by Parties in this Agreement, except the agreements in Point đ, Clause 1, Article 5.1.
	2. On the handover date as per the Handover Notice, the Seller’s representative and the Buyer or the legally authorized person of the Buyer must attend to inspect the actual condition of the Apartment against the terms of this Agreement, jointly with the Seller’s representative to re-measure the Actual Usable Area of the Apartment and sign the Apartment Handover Minutes.

In the event that the Buyer or a legally authorized representative of the Buyer (i) fails to appear to take over the Apartment within fifteen (15) days from the date specified in the Seller’s Handover Notice, or (ii) inspects but refuses to take over the Apartment without a valid reason (except for the case agreed under Point g, Clause 1, Article 6 of this Agreement), then from the scheduled handover date as notified by the Seller, it shall be deemed that the Buyer has accepted and officially take over the Apartment in its actual condition, and the Seller shall be considered to have fulfilled its obligation to hand over the Apartment under this Agreement. The Buyer shall not have the right to invoke any unreasonable reason for refusing to take over the Apartment; the refusal to receive the Apartment as mentioned shall be considered as a breach of this Agreement and addressed in accordance with Clause 3, Article 12 of this Agreement.

* 1. From the signing date of the Handover Minutes, the Buyer shall have the full rights to use the Apartment and perform all obligations and responsibilities of the Apartment’s owners, regardless of whether the Buyer has actually received the Apartment or is using or residing in the Apartment.
	2. During the inspection of the Apartment by the Buyer or the Buyer’s legally authorized representative at the time of handover, if any defects, deficiencies, mistakes, or damages are found in comparison to the description in the Agreement, the Buyer has the right to clearly state the repair or rectification requests in the Handover Minutes or a repair request document. The Seller is responsible for rectifying these defects or mistakes within the timeframe agreed upon by both Parties in the repair request document or within fifteen (15) days from the signing of the Handover Minutes and/or repair request.
* In the case where the Buyer signs the repair request document and has not yet taken over the Apartment, after the Seller has completed the necessary repairs to the Apartment as listed in the repair request document, the Seller shall notify the Buyer to take possession of the Apartment, and the Buyer shall be obligated to take over the Apartment as stipulated in this Article.
* In the case where the Buyer signs the Handover Minutes, to avoid misunderstanding, any defects, deficiencies, or damages of the Apartment (if any) at the time of handover will be repaired and/or rectified according to the warranty provisions of the Agreement.
* For clarification, the Parties agree that minor defects or mistakes in the Apartment at the time of handover, which do not involve changes in materials, equipment, or the design of the Apartment as stipulated in the Agreement, do not alter the structure of the Apartment as specified in the Agreement, and do not affect the normal use and living conditions of the Buyer in the Apartment (e.g., small scratches on wooden doors, wooden floors, kitchen cabinets; small chips on tiles, movable equipment; minor installation discrepancies in the Apartment, etc.), shall be handled according to the warranty provisions of the Apartment and shall not be considered a valid reason for the Buyer to refuse to take over the Apartment under this Agreement. The Seller shall still be responsible for handing over the Apartment, and the Buyer shall be obligated to take over the Apartment within the time limits specified in Clause 2, Article 8 of this Agreement.
	1. In the event that the Buyer, together with the Seller’s representative, re-measures the Actual Usable Area of the Apartment as stipulated in Clause 4 of this Article, or if, upon inspecting the actual condition of the Apartment, the Buyer disagrees with the actual usable area determined by the Seller based on the measurement results conducted by an independent surveying unit (fully qualified under the law), the Buyer shall, at their own expense, hire another independent surveying unit, fully qualified under the law, to re-measure the usable area of the Apartment within ten (10) days from the date the Buyer or the Buyer’s legally authorized representative inspects the Apartment according to the Handover Notice.
1. If the Seller disagrees with the measurement results of the surveying unit hired by the Buyer as mentioned above, the Parties shall proceed to draw lots to select an independent surveying unit (fully qualified under the law) within three (03) days from the date the Seller disagrees with the results. Each Party will propose two (02) surveying units (a total of four (04) units proposed by both Parties), and the Seller will conduct the drawing of lots in the presence of the Buyer to select one (01) unit from the four (04) units. The measurement results of the selected unit will be the results that both Parties must accept. The cost of hiring the surveying unit selected through the drawing of lots will be borne by the Seller.
2. If the Seller does not receive the Buyer’s notification regarding the measurement results of the actual usable area of the Apartment from the independent surveying unit hired by the Buyer within twenty (20) days from the date the Buyer or the Buyer’s legally authorized representative inspects the Apartment as per the Handover Notice, the handover of the Apartment shall be deemed to be completed on the handover date specified in the Handover Notice. Any dispute arising related to the actual usable area of the Apartment and the Sale Price of the Apartment (if any) shall be resolved by the Parties according to the drawing of lots procedure outlined in Point a, Clause 7, Article 8 of this Agreement, or, in the case of a legal dispute, shall be decided by the Court.
	1. The time of establishing ownership of the Apartment for the Buyer is from the moment the Buyer has fully paid for the Apartment and has taken possession of the Apartment, unless the Parties have agreed otherwise.

ARTICLE 9: WARRANTY OF RESIDENTIAL HOUSING

1. The Seller is responsible to provide warranty of the sold Apartment in accordance with the provisions agreed upon in the Agreement and the regulations of the law on housing, other relevant laws, and any amendments or supplements made by the State from time to time.
2. When handing over the Apartment to the Buyer, the Seller shall have to inform and provide to the Buyer a copy of acceptance and taking over minutes on use of the Apartment Building in accordance with the construction regulations (“**Acceptance and Taking Over Minutes**”) for the Parties to determine the warranty period.
3. The scope of the warranty (including the Apartment in the Apartment Building with the mix usage purpose) covers the repair and rectification of damages to the main structural components of the property (such as the frame, columns, beams, floors, walls, ceilings, roof, terrace, staircases, tiling, plastering), as well as fixtures attached to the property such as household electrical wiring systems, lighting power systems, water tanks and domestic water supply systems, septic tanks and wastewater drainage systems, and the remediation of any tilting, subsidence, cracking, or collapse of the property. For equipment items installed in the Apartment by the Seller, the warranty will be provided in according to warranty condition of the manufactures.

The Seller is responsible for the warranty of the Apartment by means of repairing defects, or replacement with similar equipment with the same or better quality. The warranty by way of replacement or repair is only to be conducted by the Seller or where authorized by the Seller.

1. The Buyer shall promptly inform the Seller in writing if the Apartment has any defects that belong to the scope of warranty. Within seven (07) days upon receiving the notice from the Buyer, the Seller shall check defects and carry out the warranty of defects in accordance with the agreement and law; the Buyer must facilitate the Seller during the carrying out of the Seller’s warranty. If the Seller delays in providing warranty services directly causing damage to the Buyer, the Seller must compensate the actual damage.
2. The warranty of Apartment is from the date of the Acceptance and Taking Over Minutes until the time as regulation of law on construction. The warranty period is calculated from the date that the Seller signs the acceptance minutes to put the Apartments into use as under the law on construction. In the details: sixty (60) months from the date of the Acceptance and Taking Over Minutes.
3. The Apartment is not subject to warranty in the following cases:
4. Normal fair wear and tear.
5. The damage caused by the Buyer or any user or any third party.
6. The damage caused by Force Majeure events.
7. Expiry of the Warranty Period as stated in Clause 5 of this Article.

(đ) Any case that is beyond the scope of warranty according to Article 9.3, including equipment and items attached to the Apartment that are installed or repaired by the Buyer without the Seller’s consent.

1. Upon expiry of the Warranty Period in Clause 5, Article 9, the Buyer is responsible for repairing all defects of the Apartment. The maintenance of the Common Areas in the Apartment Building shall be carried out under the regulations on law of housing.
2. If the Buyer arbitrarily completed, replaced, or repaired the Apartment in an illegal manner and violated the Building Regulation, the Seller shall invite the competent authority to handle such violation in accordance with laws. In this case, the Seller shall not give warranty for the area of Apartment that the Buyer arbitrarily completed, replaced, repaired in illegal manner.

ARTICLE 10: ASSIGNMENT OF RIGHTS AND OBLIGATIONS

1. In case the Buyer wants to mortgage the Apartment to any credit institution operating in Vietnam before the issuance of the Certificate, the Buyer shall have to inform the Seller in writing so that the Parties can carry out necessary procedures in accordance with the regulations of the credit institution and applicable laws.
2. In case the Buyer wants to assign this Agreement to a third party, the Buyer shall comply with the procedure for assignment of the Agreement in accordance with the law on real estate trading. The Seller shall not charge any additional for the transfer of the Agreement when carrying out the procedures for confirming the transfer of the Agreement to the Buyer.
3. The Parties agree that the Buyer is permitted to assign the Agreement to a third party upon satisfaction of all conditions of law on real estate trading as following:
4. The Apartment has not been submitted for the application for the Certificate submitted to the competent State authority in accordance with the provisions of the land law;
5. The Apartment sale and purchase agreement, and the Apartment, are not under any dispute currently being notified, accepted, or settled by a competent authority in accordance with the law; or, in the event of a dispute concerning the sale and purchase agreement, such dispute has already been resolved by a legally effective judgment, decision, or arbitral award a competent authority;
6. The Apartment is not currently mortgaged to any credit institution, is not subject to distraint or seizure, nor restricted under a decision of a competent State authority, and is not involved in any dispute with a third party, unless the mortgagee bank has given consent for the Buyer to transfer the Agreement to a third party.
7. The Buyer has paid the Seller in full all due amounts (including original and interest) related to the Apartment under this Agreement.

(đ) The transferee of the Agreement is eligible to buy and own residential housing in Vietnam in accordance with Vietnamese law at the time of the assignment of the Agreement.

1. The transferee undertakes to comply with all the terms and conditions as agreed between the Seller and the Buyer in this Agreement.
2. In both cases as mentioned in Clause 1 and 2 of this Article, the new buyer of the apartment or the transferee of this Agreement shall have the right and obligation of the Buyer as agreed in this Agreement and the Apartment Building Regulation attached to this Agreement.

**ARTICLE 11: PRIVATE AREAS, COMMON AREAS AND USE OF THE APARTMENT**

* 1. The Buyer has private ownership rights over the area of the purchased Apartment according to this Agreement and the technical equipment for exclusive use attached to the Apartment, including:
		1. The area inside the Apartment, including the balcony and the loggia attached to the Apartment.
		2. Systems of privately used technical equipment attached to the Apartment as listed in Schedule 4 attached to this Agreement.

In addition, the Buyer shall have the right to own and use the Common Areas and equipment of the Common Areas in the Apartment Building as specified in Clause 3 of this Article.

* 1. Theareas and techincal equipment are private ownership of the Seller, including:
	2. Commercial areas (05 rental spaces), clinic, kindergarten, and the parking area of the commercial areas.
	3. The car parking areas of Apartment Building.
	4. Apartments have yet been sold or are not for sale.
	5. Equipment insides the areas as specified in items a, b, and c above.
	6. The area and equipment that are jointly owned and commonly used by owners of the Apartment Building, are stated at the Schedule 5 of this Agreement.
	7. The areas under the private ownership of other owners (if any) in the Apartment Building (such as office, supermarket and other services): None.
	8. The Parties agree to determine management fee as follows:

(a) From the time the Seller hands over the Apartment to the Buyer as stipulated in Article 8 of this Agreement until the Management Committee is established and enters into a management and operation contract with the Property Management Unit, the operation and management fee shall be VND 17,000/m²/month (inclusive of value-added tax). This fee may be adjusted from time to time, provided that the adjustment is reasonable and reflects actual conditions. The Buyer is responsible for paying the operation and management fee for the first three (03) months in a lump sum upon signing the Handover Minutes. From the fourth (4th) month onwards, the fee shall be paid monthly within the first five (05) days of each month.

The operation and management fee shall be determined in accordance with the laws and actual operational expenses of the Apartment Building.

The list of work, services of operation and management of the Apartment Building that are provided by the Seller to the Buyer prior to the establishment of the Management Committee are stated at the Schedule 6 of this Agreement.

(b) After the Management Committee is set up, the list of works, services, operation and management fee and payment method shall be decided by the General Meeting of Apartment Building and Management Committee will discuss with Property Management Unit.

(c) In case the People’s Committee of the province or city belongs to the Central where the Apartment Building is located issues regulations on the operation and management fee of the Apartment Building, such fee shall be paid in accordance with the State’s regulations, unless otherwise agreed by the Parties.

* 1. Other agreement: Upon the Buyer or the Seller transfers their own property to a third party, such third party shall also have the right to jointly own and use the equipment and areas specified in Schedule 5 of this Agreement.

**ARTICLE 12: RESPONSIBILITY OF THE PARTIES AND PENALTIES FOR BREACH OF THE AGREEMENT**

* 1. **Parties agree the method and penalty for late payment of Sale Price and Maintenance Fee by the Buyer as following:**
		1. If the Buyer fails to make payment of any amount of the Apartment purchase price and/or Maintenance Fee stated in Clause 3, Article 3 of this Agreement within fourteen (14) days from the due date, the Buyer must pay overdue interest for such delayed amount at zero-point zero five percent per day (0.05% per day) (“**Overdue Interest**”)to be calculated from the fifteenth (15th) day after the due date until the Buyer makes the full payment.
		2. During the term of of this Agreement, in the event that the total duration of the Buyer’s delay in payment of all installments and/or delay in payment of the Maintenance Fee as stipulated in Clause 3, Article 3 of this Agreement exceeds ninety (90) days, the Seller shall be entitled to unilaterally terminate this Agreement in accordance with the provisions set forth in Article 15 of this Agreement.

In this case, the Seller is entitled to sell the Apartment to any third party without having to obtain the Buyer’s consent and the Seller have to notify in writing to the Buyer in advance at least thirty (30) days. The Buyer shall be subject to a contractual penalty equal to twenty percent (20%) of the Sales Price (exclusive of value-added tax). Within sixty (60) days from the date the Seller notifies the termination of the Agreement with the Buyer, the Seller shall refund the remaining amount (if any) after deducting the contractual penalty from the amount paid by the Buyer (without interest). The Buyer shall not be liable for any Overdue Interest in this case. For any Overdue Interest already paid by the Buyer to the Seller, the Seller shall refund such amount to the Buyer (without interest).

* 1. **Parties agree the method and penalty for delay in handover of the Apartment by the Seller as following:**
1. If the Buyer has made payment for the Apartment in accordance with the payment schedule agreed in this Agreement or has remedied any breaches (if any), but the Seller fails to hand over the Apartment to the Buyer within fourteen (14) days from the Estimated Handover Date as stipulated in Article 8 of this Agreement, the Seller shall be liable to pay the Buyer a contractual penalty at the rate of zero-point zero five percent (0.05%) per day, calculated based on the total amount paid by the Buyer to the Seller. This penalty shall be calculated from the fifteenth (15th) day after the Estimated Handover Date until the actual date the Apartment is handed over by the Seller to the Buyer.
2. If the Seller delays the handover of the Apartment for more than ninety (90) days from the Estimated Handover Date as agreed in Article 8 of this Agreement, the Buyer shall have the right to either continue performing this Agreement with a supplemental agreement on the new handover date, or unilaterally terminate this Agreement in accordance with the provisions of Article 15 of this Agreement.

If the Buyer agrees to receive the handover date and continue to execute this Agreement, the Seller must pay contractual penalty in accordance with Point a, Clause 2, Article 12. If the Buyer unilaterlly terminate this Agreement, the Seller shall be liable to pay the Buyer:

- The Sales Price (without interest) has been paid to the Seller.

- A penalty for breach of the Agreement equal to 20% (twenty per cent) of the Sale Price ( exclusive of value-added tax).

The Seller is liable to refund these amounts to the Buyer within thirty (30) days from the date of termination of the Agreement.

* 1. In the event that, upon the Handover Date as notified by the Seller and the Apartment is eligible for handover in accordance with the terms of this Agreement, but the Buyer sends a notice refusing to take over the Apartment (except where the Buyer is entitled to refuse the handover under Point g, Clause 1, Article 6 of this Agreement), the Seller shall have right to unilaterally terminate this Agreement. In such case:
1. The Seller shall be entitled to sell the Apartment to another party without the Buyer’s consent; and
2. The Buyer must pay a penalty for breach of the Agreement equal to twenty percen*t* (20%) of the Sale Price (exclusive of value-added tax).
3. Within sixty (60) days from the date the Seller notifies the Buyer the termination of this Agreement, the Seller shall refund remained amount (if any) after deducting the contractual penalty from the amount already paid by the Buyer (without interest).
	1. The remedial measures as prescribed in Clause 1, 2 and 3 of Article 12shall not apply if either Parties encounter a Force Majeure event that prevents the Parties from fulfilling their obligations. In such case, the Party affected by a Force Majeure event may delay the performance of its obligations for a period equivalent to the duration of the Force Majeure event. The affected Party shall send a written notice to the other Party to inform the newly anticipated time for fulfilling its obligations in accordance with the provisions of applicable law and this Agreement.

**ARTICLE 13: UNDERTAKINGS BY THE PARTIES**

* 1. Undertaking by the Seller:
1. The Apartment specified in Article 2 of this Agreement has not been sold to any other party and is not subject to any legal restrictions on sale as prescribed by applicable laws.
2. The Apartment specified in Article 2 is built in accordance with the approved plan, design and drawings which have been provided to the Buyer, guarantee the quality and compliance with construction materials as agreed in this Agreement.
	1. Undertaking by the Buyer:
		1. The Buyer has thoroughly studied, scrutinized the information of the Apartment.
		2. The Buyer has received copies of papers, documents and necessary information related to the Apartment, the Buyer has read carefully and understood all terms and conditions of this Agreement and Schedules attached thereto. The Buyer has thoroughly studied all issues that the Buyer deemed necessarily to verify the accuracy of them.
		3. The amount of payment for the Apartment is legitimate and not disputed with any third party. The Seller shall not be responsible for any dispute related to the amount that the Buyer has paid the Seller according to this Agreement. In case of any dispute regarding the payment for the Apartment, this Agreement shall remain valid and binding on Both Parties.
		4. The Buyer shall provide the necessary documents at the Seller’s request to obtain the Certificate for the Buyer.

(đ) Ensure that the Buyer is eligible to purchase and own residential housing in accordance with the laws of Vietnam and the terms and conditions set forth in this Agreement.

* + 1. Be fully responsible in case of any delay in providing valid documents to the Seller for the purpose of applying for the Certificate on behalf of the Buyer, in accordance with this Agreement and applicable laws. In the event that, at the time of submission of the application for the Certificate for the Apartment, the competent authority determines that the Buyer does not meet the eligibility conditions or is not qualified to purchase and own residential housing in Vietnam, the Buyer agrees to transfer/assign the Agreement or take other measures as prescribed by law.
		2. In compliance with the laws of Vietnam on anti-money laundering (“**AML Laws**”), the Buyer represents and warrants that:

(g.1) The Buyer's participation in the transaction for the purchase of the Apartment does not constitute or relate to any acts prohibited under AML Laws. Accordingly, the Buyer shall be responsible for any amounts paid directly to the Seller or through a third party (the “**Paying Third Party**”), and any payment made by the Paying Third Party shall, in all cases, be deemed as payments made by the Buyer under the terms and conditions of this Agreement. All payments made or to be made by the Buyer or any Paying Third Party to the Seller must be lawfully sourced and not derived from any act that is contrary to or in violation of the laws of Vietnam or any other jurisdiction, including but not limited to regulations on criminal offenses, anti-terrorism regulations, or AML Laws.

(g.2) The Buyer shall strictly comply with the AML Laws and agrees to promptly provide the Seller with documents and/or information and materials evidencing the lawful origin of the payment (including any payments made by the Paying Third Party), in the event that the Seller receives a request from a competent authority to verify the lawful origin of the Buyer’s payment. The Buyer shall also cooperate and perform any necessary tasks or provide other necessary support to enable the Seller to comply with the requirements under the AML Laws; and

(g.3) The Buyer shall indemnify the Seller for any damages, costs, or losses that the Seller incurs and for which the Buyer is liable under the applicable laws, arising from the Buyer’s breach (if any) of the representations, warranties, and undertakings stipulated in Point g, Clause 2, Article 13 of this Agreement.

(g.4) In the event that a competent state authority relating to AML Laws issues a written determination identifying a violation of the AML Laws, the Parties agree on the following form and method of handling:

 The Seller, at its sole discretion, shall have the right to refuse to accept any payment that does not comply with the AML Laws (“**Invalid Payment”**) and shall notify the Buyer in writing of such Invalid Payment. In such case, the Seller shall have the right to choose one of the following methods of handling:

1. Refund the Invalid Payment to the Buyer or Paying Third Party, as applicable, and the Buyer shall be deemed to have failed to make the payment on time in accordance with the Agreement. Accordingly, the Seller has the right to require the Buyer, within seven (07) days from the date the Seller sends a written notice to the Buyer, to make an additional payment of a valid amount equivalent to the Invalid Payment, along with Overdue Interest on the Invalid Payment from the date the refund was made to the Buyer until the date the Seller receives the full payment. For the avoidance of doubt, the amounts payable by the Buyer to the Seller as stipulated in item (i), Point (g.4), Clause 2, Article 13 of this Agreement shall be deemed part of the Sale Price and/or other payments specified in Clause 1, Article 3. In the event the Buyer delays payment of these amounts to the Seller, the remedies for breach shall be applied in accordance with Clause 1, Article 12 of this Agreement; or
2. Unilaterally terminate this Agreement if a competent state authority determines that the Buyer has violated the provisions of the AML Laws by delivering a written notice of termination to the Buyer at least thirty (30) days prior to the termination date, specifying the reason and setting the termination date. Upon such termination, the Seller has the right to conduct any transaction related to the Apartment and/or the Agreement with a third party without the Buyer’s consent as from the termination date. This unilateral termination shall not prejudice any other rights and remedies of the Buyer against the Seller under this Agreement. Accordingly, the Seller shall refund to the Buyer any amounts received pursuant to this Agreement, without interest, to the Buyer's designated account within sixty (60) days from the termination date; or
3. Comply with the decision or request of the competent state authority, including actions such as freezing, sealing, or temporarily custody, or any other measures as prescribed by law.
	1. The execution of this Agreement by the Parties is made voluntarily, without any coercion or deception.
	2. In the event that one or more provisions, clauses, or points of this Agreement are declared invalid, unenforceable or void by a competent authority under applicable laws, the remaining provisions, clauses, or points of this Agreement shall remain valid and binding upon both Parties. The Parties shall mutually agree to amend the invalid, unenforceable, or void provisions in accordance with the law and consistent with the original intent of the Parties.
	3. The Parties undertake to comply with terms and conditions of this Agreement.

**ARTICLE 14: FORCE MAJEURE**

1. The Parties agree that one of the following cases will be considered a Force Majeure event:
2. Due to war or acts of God or due to changes in policies, law of the State;
3. Due to carrying out the decision of State competent authority or other cases as stated by law;
4. Due to accident, sickness leading to an emergency aid at medical units.
5. Due to events such as national emergency status, enemy, fire, flood, earthquake, storm, tsunami or other natural disasters, actions of the government during the administrative procedures of competent authorities that are not caused by the fault of either party, etc., provided that the event occurs in a manner that is objectively unforeseeable and cannot be remedied despite all necessary measures and feasible possibilities being applied;

(đ) Other cases prescribed by law.

1. All cases of financial difficulties **shall not be considered** as Force Majeure.
2. Upon occurrence of a Force Majeure event as agreed in Clause 1 of this Article, the affected Party immediately informs the other Party by a written notice or directly within seven (07) days of its occurrence (*if there is proof of reasons of force majeure, the affected Party must submit these documents*). The affected Party who could not perform its obligations shall neither be considered breach of its obligations under this Agreement nor be used as basis for the other Party to terminate this Agreement.
3. The implementation of the obligations under this Agreement by the Parties shall be suspended during the occurrance of Force Majeure event. Parties shall continute to perform its obligations upon termination of Force Majeure event, except as prescribed in Point d, Clause 1, Article 15.

**ARTICLE 15: TERMINATION OF THE AGREEMENT**

* 1. **This Agreement shall be terminated in one of the following cases**:
1. The Parties agree in writing to terminate this Agreement. In this case, Both Parties shall agree on the specific conditions and timeline for the termination of the Agreement.
2. The Buyer makes late payment of Sale Price as stated in Clause 1, Article 12 of this Agreement.
3. The Seller is late in the handover of the Apartment as defined in Clause 2, Article 12 of this Agreement.

1. In the event that the Party affected by the Force Majeure Event is unable to remedy the situation to continue the performance of its obligations within ninety (90) days from the date of occurrence of the Force Majeure Event, and the Parties do not reach any other agreement, either Party shall have the right to unilaterally terminate this Agreement, and such termination shall not be deemed a breach of this Agreement.
	1. The handling of consequences arising from the termination of the Agreement under Clause 1 of this Article is as follows:
2. Upon termination of the Agreement in accordance with Clause 1, Article 15, the Buyer shall return the Apartment in the original condition except for natural wear and tear and normal depreciation in accordance with the law (if the Apartment is already handed over to the Buyer). If there is any damage or loss, the Buyer shall have to pay compensation occurred and hand over the Apartment within thirty (30) days from the termination of this Agreement.
3. Upon the occurrence of the conditions that lead to the termination of the Agreement as specified in Point (b), (c) and (d), Clause 1, Articles 15 of this Agreement shall cease its effect from the date that Party with the right of termination of the Agreement sends a notice to other Party on the termination of the Agreement in accordance with Article 16, unless otherwise agreed by the Parties.
4. Upon termination of the Agreement under Point (b) and (c), Clause 1, Article 15, the refund of the Apartment purchase price and the calculation of penalties shall be carried out in accordance with the provisions and timelines set forth in Article 12 of this Agreement.
5. Upon termination under Point (d), Clause 1, Article 15, Both Parties shall return to each other what they have received and shall not be liable for any actual damages.
	1. Other Agreements:
6. In addition to the cases stipulated in Clause 1 of this Article, for the avoidance of doubt, this Agreement shall also be terminated upon the occurrence of any of the following events:

(a.1) The Seller decides to terminate the Agreement accordance with the agreement set out in Clause 3, Article 12 of this Agreement.

(a.2) The Buyer decides to terminate the Agreement under Point (l.3), Article 6.1 of this Agreement, or the Seller does not receive any written response from the Buyer, resulting in termination of the Agreement pursuant to Point (l), Clause 1, Article 6 of this Agreement.

(a.3) The Seller decides to terminate the Agreement under item (i) or item (ii), Point (g.4), Clause 2, Article 13 of this Agreement.

1. The handling of consequences arising from termination of the Agreement under Point (a), Clause 3, Article 15 shall be as follows:

(b.1) The Buyer must strictly comply with the requirement to return the Apartment in its original condition, except for natural wear and tear and normal depreciation in accordance with the law (if the Apartment has already been handed over to the Buyer). In case of any damage or loss, compensation must be made, and the Apartment must be handed over within thirty (30) days from the date of termination.

(b.2) The Agreement shall be deemed terminated from the date the Party entitled to unilaterally terminate sends a notice to the other Party regarding the termination, in accordance with Article 16 of this Agreement, unless the Parties have agreed otherwise to continue performing the Agreement.

(b.3) In the event of termination under Point (a.1), Clause 3, Article 15, the refund of the Apartment purchase price and the calculation of penalties shall be carried out in accordance with the provisions and timelines specified in Article 12 of this Agreement.

(b.4) In the event of termination under Point (a.2), Clause 3, Article 15, within sixty (60) days from the date the Buyer informs the Seller of the Agreement termination, or from the date Point (l.3), Clause 1, Article 6 is applied due to the Seller not receiving a response from the Buyer, the Seller shall refund the entire amount of the Apartment purchase price paid by the Buyer (without interest) and pay a contractual penalty equal to twenty percent (20%) of the Sale Price (excluding value-added tax), plus any late handover interest as stipulated in Clause 2, Article 12 of this Agreement (if applicable).

(b.5) In the event of termination under Point (a.3), Clause 3, Article 15, the refund of the Apartment purchase price and the calculation of penalties (if any) shall be carried out in accordance with the provisions and timelines specified in Point (g.4), Clause 2, Article 13 of this Agreement.

* 1. The Parties shall not unilaterally terminate this Agreement unless stipulated in Point (b), (c) and (d) of Clause 1, Article 15 and Point (a) of Clause 3, Article 15.

**ARTICLE 16: NOTIFICATION**

* 1. Address to receive notice of the other Party:

Seller:VSIP-SEMBCORPGATEWAY DEVELOPMENT CO., LTDAddress: No.8 Huu Nghi Boulevard, Vietnam-Singapore Industrial Park, Binh Hoa Ward, Thuan An City, Binh Duong Province

Phone: 0274 388 7799
E-mail: customerservice@vsip-sembcorp.com.vn

Buyer:
Full name: ...
Address: ...
Phone: .......

E-mail: ...

* 1. Form of notice between the Parties: the notice can be sent by registered mail, e-mail (if the Buyer consents to providing their email address) or delivered directly or include some or all of these forms.
	2. The receiving party is:

- For the Seller: General Director

- For the Buyer: Mr. / Ms ....

If the Buyer has more than one person, the Buyer shall nominate one (01) representative to receive notice as the Authorized Person.

* 1. Any notification, request, information, complaint arising in relation to this Agreement must be made in writing. The Parties agree that any notification, request, complaint received if such notices are sent to the correct address, name of receiver, the notification form as mentioned in Clause 1, Clause 2, and Clause 3, Articles 16 and with the time below:
1. on the sending day for cases of hand delivery with the signature of notification receiver;
2. on the third day from seal affixing of post office for cases when notices are sent by registered mail;
3. on the sending date for cases when sending via email (if the Buyer consents to providing their email address);
4. In some special and urgent cases, one of parties agrees that the notification form to the other party is by direct telephone.
	1. The Parties shall notify each other of any change in its address, form of notification and name of the recipient; no Party shall be liable to the other Party for any loss of documents or notifications exchanged if such other Party fails to notify a change in its address, form of notification and name of the recipient.

**ARTICLE 17: OTHER AGREEMENTS**

* 1. **Other Residents** means any person other than the Apartment Owner, whether in short term or long term, who lives in or uses the Apartment in any form, including:
1. Family members or housekeeper (if any) of the Apartment Owner.
2. The lessees, the sublessees to the Apartment.
3. Visitors/invitees of the Apartment Owner/the lessees/the sublessees, including contractors.
4. Any person who is permitted by the Apartment Owner/the lessees/the sublessees to live in or to use the Apartment in any form.
	1. Governing law

This Agreement shall be construed, interpreted and governed by the laws of Vietnam.

ARTICLE 18: DISPUTE SETTLEMENT

Any dispute arising out of or in relation to this Agreement shall be resolved amicably through negotiations by the Parties. If the dispute fails to be resolved within sixty (60) days from the date one Party notifies in writing to the other Party of the arising dispute, either Party may submit the dispute to the competent court in accordance with the laws of Vietnam.

**ARTICLE 19: EFFECT OF THE AGREEMENT**

* 1. This Agreement takes effect from the date of signing as mentioned in the beginning of the Agreement.
	2. This Agreement has 19 articles, with [ ] pages and is made in four (04) Vietnamese original copies and two (02) English original copies which are of the same value, the Buyer shall hold one (01) original copy for each language, the Seller shall hold one (01) English copy and three (03) Vietnamese copies for purpose of filing, payment of taxes and fees, and obtainment of the Certificate. In the event of any inconsistency between the Vietnamese and English versions, the version more favorable to the Buyer shall prevail.
	3. Attached to this Agreement are one (01) copy drawing of the Apartment layout, one (01) copy drawing of the floor plan and the approved overall building floor plan of Apartment Building that contains purchased Apartment as mentioned in Article 2, one (01) Regulation of the Building and one (01) List of construction materials.

The Schedules to this Agreement and amendments agreed by the Parties are integral parts of the Agreement and enforce the Parties.

* 1. In case of any changes to this Agreement, such changes must be made in writing with the signatures of the Parties.

|  |  |
| --- | --- |
| **THE BUYER**  | **THE SELLER** |
| *(Full name, signature and stamp)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[ | *(Full name, signature and stamp)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**YEOH GUAN KEAT**General Director |

**SCHEDULE 1**

**DESCRIPTION OF THE APARTMENT, APARTMENT LAYOUT DRAWING,**

**FLOOR PLAN DRAWING AND APARTMENT BUILDING DRAWING**

**SCHEDULE 2**

**APARTMENT BUILDING REGULATION**

*(Attached to the Sale and Purchase Agreement No.* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*dated \_\_\_\_\_\_\_\_\_\_\_\_\_)*

**Article 1. Regulations applicable to owners, occupants, temporary residents, guests**

* + - 1. Owners shall comply strictly with the Regulation on management and use of apartment buildings issued by the Ministry of Construction and this Apartment Building Regulation.
			2. Guests coming in and out of apartment buildings shall register and present identity papers at the reception area (if any) or security guards and comply with instructions given by receptionists or security guards. In case of need, receptionists or security guards may retain the guests’ identity papers for the inspection of security and safety of the apartment building. Such identity papers shall be not required for visits to office, service and commercial areas.
			3. Temporary occupants shall register temporary residence at the reception desk (if any) or security guards and with police authorities of relevant wards.
			4. Occupants, temporary occupants shall be responsible to the law for acts in violation of the Regulation on management and use of apartment buildings and this Apartment Building Regulation.

**Article 2. Prohibited acts during use of apartment buildings**

Failure to pay the maintenance fee for the common ownership areas of the apartment building (hereinafter referred to as the maintenance fee); mismanagement or improper use of the operation management fee or the maintenance fee in violation of the law on housing;

Intentionally causing damp; causing noise or vibration higher than the permissible value; disposing refuge, wastewater, emission, or toxic substances in a manner that violates environmental protection laws or apartment building management and use regulations; painting or decorating exterior of dwelling units or apartment buildings in a manner that violates design and architecture regulations; raising, herding livestock, poultry; slaughtering livestock within the vicinity of apartment buildings;

Intentionally changing occupancy, use purposes of common property of apartment buildings; using dwelling units for purposes other than residential; altering or damaging load-bearing elements; separating or splitting dwelling units without permission of competent authorities.

Intentionally using of areas and equipment under common ownership or for common use for private purposes; or changing the intended use of service areas within a mixed-use apartment building without obtaining approval from the competent state authority for such change of use.

* + - 1. Causing disorder, loss of safety, fire, explosion in apartment buildings; trading combustible materials or engaging in lines of business that threaten lives, property of apartment building occupants in accordance with fire safety laws and other relevant law provisions.
			2. Engaging in discotheque, 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 as per the law.

**Article 3. Regulations on use of shared portions of apartment building**

Owners, occupants and guests should comply with following regulations:

Use elevators and other shared facilities in accordance with their purposes, uses. Children under 12 should be accompanied by parents or caretakers while using elevators or shared facilities.

Do not cause damage or perform acts that cause damage to shared properties of the apartment building.

Do not occupy or use shared areas for private purpose; do not leave privately-owned objects in shared areas.

Comply fully with regulations on stopping and parking.

Use community activity house in accordance with purposes and uses as prescribed in the housing law.

Comply fully with regulations on fire safety in apartment buildings.

**Article 4. Operation and Management Fee**

* 1. Owners and/or occupants (“**Owners**”) have the responsibility of payment monthly management fee of management and operation apartments, based on using area of handed over apartment.
	2. The operation and management fee for the first three (03) months shall be paid by the Owner to the Property Management Company immediately upon the signing of the Apartment Handover Minutes. From the fourth month onwards, the expenses shall be collected monthly within the first five (05) days of each month. In case the residents agree, the management fee may be collected every three (03) months within the first fifteen (15) days of each cycle, subject to the agreement of the parties.

**Article 5. Regulations on repairs, replacement or installation in apartments, other privately-owned areas**

* + 1. Owners or occupants may carry out repairs, replacement or installation in the apartments or areas of their private ownership but should not cause any damage to shared areas and affect other owners.
		2. Repairs, replacement or installation of equipment should not change, deform shapes or damage structure of apartment buildings.
		3. Replacement and repairs of the equipment that belongs to the shared portions closely connected with the apartment and other privately-owned areas should conform with the Regulation on management and use of apartment buildings issued by the Ministry of Construction but should not affect other owners' areas. Upon detection of any damage, owners should make notification to the Apartment Building Management for repairs and replacement and create favorable conditions for the construction units to carry out repair work.
		4. In case facilities of the office, service and commercial areas that join shared portions of the apartment building are damaged, owners of these functional areas shall carry out repair work and replacement according to the Regulation on management and use of apartment buildings;
		5. Movement of equipment, belongings or materials within the apartment building should be notified to the Apartment Building Management and must be carried out from 8:00 AM to 6:00 PM to avoid possible effects on activities of the apartment building.

**Article 6. Regulations on handling of problems to apartment building**

1. Upon detection of any problem that can cause danger to human lives and properties of the apartment building, owners,occupants should make immediate notification to the Property Management Company for handling.
2. In case of an emergency that requires evacuation of people out of the apartment building, instructions given on loudspeakers or escape signs or from security guards, competent units should be followed.

**Article 7. Regulations on public disclosure of apartment building-related information**

* + - 1. The Management Committee, The Property Management Company should make public disclosure of information concerning management and use of apartment buildings on the bulletin or notice board or other communication means of the apartment building, in accordance with legal regulations.
			2. Regulations on fire prevention and fighting should be placed as prescribed; regulations on use of elevators should be placed next to the elevators to ensure safe and convenient use.

**Article 8. Rights and obligations of owners, occupants of apartment building**

1. Request the Management Committee and the Property Management Company to provide information concerning management and use of apartment buildings;
2. Owners of the apartment building shall pay insurance on fire and explosion according to laws.
3. Strictly comply with the Building Regulation and the Regulation on management and use of apartment buildings issued by the Ministry of Construction;
4. Fully and punctually pay the operational management fees of the apartment building, the maintenance fee for the common areas, and other costs and fees in accordance with the law and agreements with service providers;

**Article 9. Regulations on fire prevention and firefighting (FPFF)**

1. Residents of the apartment building shall be obliged to obey strictly the current law on fire prevention and firefighting (hereinafter referred to as FPFF) and documents amending, supplementing thereto, and the basic FPFF plan promulgated by the by the Provincial FPFF police department where the apartment building is located.
2. Citizens aged 18 or over and having good health shall be responsible for participating in civil defenses, local FPFF teams established in residential areas if requested.
3. Residents of the apartment shall be responsible for organizing and checking periodically FPFF within the scope of their responsibilities as follows:
4. In case of long-term absence from home, to notify the Property Management Company, to turn off all of electrical, water, gas appliances and general circuit breakers. The owner leasing apartments to companies and foreigners shall be responsible for informing and reminding their tenants of obeying strictly this regulation.
5. Not to interfere in, connect to, repair, install additional equipment into the fire and explosion alarm system and notification speakers in apartments without permission.
6. Not to smoke and to litter cigarette butts in corridors, staircases, lifts and other public areas of the apartment building.
7. Not to use ceiling fire.
8. To always pay attention carefully to heating and cooking. To check and to maintain periodically appliances (air conditions, refrigerators, boilers, heating lights, etc.); lines, pipelines of gas, electrical systems or other equipment; in case of any abnormality, to notify the Property Management Company of the apartment building for considering and handling. To have to turn off lights, gas, water to ensure for safety when going out.
9. Owners shall be responsible for notifying every member living in their apartments about the regulations on fire prevention and firefighting, emergency exits, how to use extinguishers, firehoses so as to self-handle at the first moment to prevent fire from spreading.
10. Residents’ vehicles containing 04 seats or more must satisfy conditions in accordance with FPFF regulations of the authorities.
11. Owners of the apartments shall be responsible for purchasing compulsory explosion and fire insurance for their private ownership and contributing expenses for purchasing compulsory explosion and fire insurance for common ownership in accordance with laws. Expenses for purchasing compulsory explosion and fire insurance for common ownership shall be allocated according to respective areas of private ownership of each owner.
12. Prohibited actions:
13. To start deliberately fire, explosion causing death, damaging health, damaging properties of the State, organizations and individuals;
14. To make fake fire alarm;
15. To manufacture, store, preserve, use, buy and sell illegally dangerous chemicals in related to fire and explosion, violate seriously regulations on managing and using sources of fire, heat and FPFF standards regulated by the State;
16. To damage, change, move FPFF vehicles and equipment, signals, directional signals, exit signals without permission;
17. To put explosive substances near sources of fire, heat;
18. To prohibit burning joss papers in apartments, must burn joss papers in the area for burning;
19. To prohibit heating by honeycomb coal, kerosene cooks, industrial calor gas in the apartment building;
20. To prohibit littering inflammable materials such as burned cigarette butts, inflammable things such as foam, rubber, gas lighters, matchboxes, etc. into garbage areas;
21. To prohibit changing equipment for fire prevention and firefighting such as fire detectors, smoke detectors, gas leaking detectors, etc.;
22. To prohibit bringing inflammable substances, explosive substances into the area of the apartment building.
23. Because doors of emergency staircases are pressure booster doors for emergency exit in case of fire, they must be always closed and residents must not put any obstacle to keep the doors opened; in case of intentional breaches, statutory punishment shall be applied.

**Article 10. Handling of violations**

* + - * 1. Member of Management Committee, Member of The Property Management Company, Owners, occupants, temporary occupants and guests who commit acts in violation of this Building Regulation and the Regulation on management and use of apartment buildings, depending on severity of violations, shall be liable for penalties according to laws and pay compensation for damages caused.
				2. Member of Management Committee, Member of The Property Management Company, Owners, occupants shall comply strictly with penalty decisions made by competent agencies.

**SCHEDULE 3**

**SCHEDULE AND METHOD OF PAYMENT**

| **Installment**  | **Payment timing** | **Percentage of the Sale Price**  |
| --- | --- | --- |
| First installment |  |  |
| Second installment |  |  |
| Third installment |  |  |
| Fourth installment |  |  |

In the event that the Buyer voluntarily carries out the procedures to apply for the Certificate, or in cases deemed as voluntary application by the Buyer as stipulated at Point (h), Clause 2, Article 5 of this Agreement, the Buyer must fully pay the remaining amount of the Sale Price and all other related costs (including interest) to the Seller at the time the Seller provides the complete legal documents of the Apartment to the Buyer for the Buyer to carry out the procedures independently.

**SCHEDULE 4**

**LIST OF MATERIAL AND EQUIPMENT**

| **Items** | **Material/Descriptions** | **Brand** |
| --- | --- | --- |
| **ENTRANCE** |
| Main door | Laminated fire-rated MDF door | Laminated material: An Cuong/Formica/Aica or equivalent Door’s ironmongery: Hafele/Assa – Abloy/Yale or equivalent |
| Digital lock for main door(only for tower D1, D2, D3) | Digital lock with basic function  | Orbita/Yale/Hafele/Kadaas or equivalent |
| Floor | Porcelain tile | Thien Tu/Dong Tam/White Horse or equivalent |
| Skirting | Porcelain tile | Same as floor tile |
| Wall | Plaster and paint finish  | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Ceiling | Paint finish | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | LV distribution Board, switch, socket, connection point provided. | LV distribution board, switch, socket: Vietstar /Schneider or equivalent |
| Intercommunication system | Audio intercom for apartment | Fermax/Aiphone/Comelit or equivalent |
| **LIVING ROOM** |
| Door at living room to loggia (if any), as designed of each apartment | Aluminum-framed sliding glazing door | BM Windows/Eurowindow or equivalent |
| Façade glass wall with windows for apartments without loggia | Aluminum-framed laminated glazing | BM Windows/Eurowindow or equivalent |
| Floor | Porcelain tile | Thien Tu/Dong Tam/White Horse or equivalent |
| Skirting | Porcelain tile | Same as floor tile |
| Wall | Plaster and paint finish  | Paint: Jotun/Nippon/Akzo Nobel/Seamaster/Toa or equivalent |
| Ceiling | Paint finish | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | Switch, socket, connection point provided | Switch, socket: Hager/Gira/Schneider or equivalent |
| Telecommunication and Television system | TV cable socket, Internet socket, Telephone socket | Switch, socket: Hager/Gira/Schneider or equivalent |
| Air conditioning system  | Provide copper pipe, condensation pipe and power supply | Copper pipe: Armour/Kembla/Bolidenor or equivalent |
| **LOGGIA** (if any as designed of each apartment) |
| Floor | PorcelainTile  | Thien Tu/Dong Tam/White Horse or equivalent |
| Skirting | Porcelain Tile  | Same as floor tile  |
| Wall | Plaster and paint finish  | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Ceiling | Paint finish | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | Lighting point provided ready for connection |  |
| **KITCHEN** |
| Entrance door for dry yard | Aluminum-framed glazing door | BM Windows/Eurowindow or equivalent |
| Floor | Porcelain tile | Thien Tu/Dong Tam/White Horse or equivalent |
| Skirting | Porcelain tile | Same as floor tile  |
| Wall | Plaster with paint finish | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Kitchen counter top wall: porcelain tile | Thien Tu/Dong Tam/White Horse or equivalent |
| Ceiling | Gypsum board with concealed ceiling system with paint finish | Gypsum board: Knauf/ Vinh Tuong - Gyproc or equivalentPaint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | Switch, socket, connection point provided | Switch, socket: Hager/Gira/Schneider or equivalent |
| Water supply and waste water discharge system | Provide pipe for water supply (PPR pipe) and waste water discharge (UPVC pipe) | PPR pipe: Vinaconex or equivalentUPVC pipe: Dong Nai or equivalent |
| Kitchen equipment | 1 set of moisture resistance MDF top and bottom kitchen cabinets:* Leaf door: outside finished by acrylic, inside finished by melamine;
* The carcass finished by melamine
 | Material: An Cuong/Aica or equivalent  |
| Granite stone kitchen counter top |  |
| 1 sink with cold water tap | Malloca/Moen/Hafele/Lorca/Teka or equivalent |
| 1 set of induction hob and hood  | Malloca/Hafele/Cata/Teka/Electrolux or equivalent |
| **BATHROOM** |
| Entrance door for bathroom | Acrylonitrile Butadiene Styrene (ABS) plastic door | Galaxy/Hisung/Sunwood or equivalent |
| Window in bathroom (if any) | Aluminum framed glazing window | BM Windows/Eurowindow or equivalent |
| Floor | PorcelainTile  | Thien Tu/Dong Tam/White Horse or equivalent |
| Wall | Porcelain Tile | Thien Tu/Dong Tam/White Horse or equivalent |
| Ceiling | Moisture resistance gypsum board with concealed ceiling system and paint finish | Gypsum board: Knauf/ Vinh Tuong - Gyproc or equivalentPaint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | Common Bathroom: Switch, connection point providedMaster Bathroom: Switch, socket, connection point provided | Switch, socket: Hager/Gira/Schneider or equivalent |
| Water supply and waste water discharge system | Provide pipe for water supply (PPR pipe) and waste water discharge (UPVC pipe) | PPR pipe: Vinaconex or equivalentUPVC pipe: Dong Nai or equivalent |
| Ventilation fan (for bathroom without window) |  | Fantech/Nicotra/DLK or equivalent |
| Sanitary wares | 1 water closet and 1 bidet spray for each restroom | Rigel/Moen/Toto/Kohler/Grohe or equivalent |
| Sanitary wares | Standing shower with mixer and head-shower, hand-shower completed for Master bathroom Standing shower with mixer and hand-shower completed for common bathroom | Rigel/Moen/Toto/Kohler/Grohe or equivalent |
| 10mm thick tempered glass shower screen with full accessories | BM Windows/Eurowindow or equivalent |
| 1 washing basin with mixer tap for each bathroom | Rigel/Moen/Toto/Kohler/Grohe or equivalent |
| 1 water proof board (WPB) cabinet laminate finished for master bathroom | Material: An Cuong/Aica or equivalent |
| 1 mirror for each bathroom | Hoang Thien or equivalent |
| 1 towel rail, 1 toilet paper holder for each bathroom | Rigel or equivalent |
| **BEDROOM** |
| Door  | Acrylonitrile Butadiene Styrene (ABS) plastic door | Galaxy/Hisung/Sunwood or equivalent |
| Window in bedroom (the size of window depends on the design of apartment) | Aluminum-framed glazing window | BM Windows/ Eurowindow or equivalent |
| Floor | Laminate flooring | Dongwha or equivalent |
| Skirting | Laminate skirting | Same type as floor timber |
| Wall | Plaster and paint finish  | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Ceiling | Paint finish | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | Switch, socket connection point provided | Switch, socket: Hager/Gira/Schneideror equivalent |
| Telecommunication and Television system | TV cable socket, Internet socket  | Hager/Gira/Schneider or equivalent |
| Air conditioning system | Provide copper pipe, condensation pipe and power supply | Copper pipe: Armour/Kembla/Bolidenor or equivalent |
| **DRY YARD** |
| Floor | PorcelainTile  | Thien Tu/Dong Tam/White Horse or equivalent |
| Skirting | Porcelain Tile | Same as floor tile  |
| Wall | Plaster and paint finish  | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Ceiling | Paint finish | Paint: Jotun/Nippon/AkzoNobel/Seamaster/Toa or equivalent |
| Power supply system | Socket, switch, connection point provided | Socket: Hager/Gira/Schneider or equivalent |
| Electric cable, switch, and space for water heater at dry yard (water heater is not provided) |  |
| Water supply and waste water discharge system | Provide pipe for water supply (PPR pipe) and waste water discharge (UPVC pipe) | PPR pipe: Vinaconex or equivalentUPVC pipe: Dong Nai or equivalent |

**SCHEDULE 5**

**THE LIST OF AREAS, EQUIPMENT OF COMMON OWNERSHIP**

1. The remaining area of the Apartment Building, excluding the privately ownership area stated in Clause 1 and 2, Articles 11 of the Apartment Sale and Purchase Agreement, include the community activity house, parking areas (bikecycle, two wheeled cycle and three wheeled cycle, bikes for disability persons for owners, apartment users), garden, kid garden, outside swiming pool, BBQ garden, sauna room, parking lots built in line with approved design, construction standard.
2. Bearing capacity space and system, technical equipments for common usage in the Apartment Building including frame, column, bearing capacity wall, fence, exterior walls, walls seperating apartment, floors, roof, terrace, lobby, staircase, lift, exit, dustbin, technical shafts, and the walls enclosing the technical shafts (if any), water and electricity supply system, telecommunication systems, drainage systems, septick tanks, lightning protection systems, fire prevention and fighting systemsand others components not under private ownership of the Apartment Building’s owners.
3. The technical infrastructures systems located outside the Apartment Building but connected to it excluding those used for public purposes or required to be handed over to the State or managed by the Seller in accordance with the approved project content.
4. Public constructions in the Apartment Building area which are not built for commercial purposes or required to be transferred to the State according to the approved project including public yards, gardens and other constructions mentioned in the approved residential construction project.

**SCHEDULE 6**

**THE LIST OF WORK, SERVICES OF MANAGEMENT AND OPERATION OF APARTMENT BUILDING**

The management and operation of apartment building include as following:

1. Operate, maintain, and regularly inspect the elevator system, water pumps, generators, automatic fire alarm system, fire-fighting system, fire-fighting equipment, backup devices, and other equipment belonging to the common ownership and shared use areas of the apartment building to ensure their normal operation.
2. Provide services of security, environmental hygiene, waste collection, care for flower garden and ornamental plants, destruction of insecticides and other services to ensure normal operation of the apartment building;
3. Other related tasks as decided by General Meeting of Apartment Building.