DRAFT

SOCIALIST REPUBLIC OF VIETNAM
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.....day..... month.....year .....

HOUSE PURCHASE AND SALE CONTRACT

No.: ...../...../HDMBNO

Pursuant to the Civil Code dated November 24, 2015;

Pursuant to the Law on Real Estate Business dated November 28, 2023;

Pursuant to the Law on Housing dated November 27, 2023;

Pursuant to the Government's Decree No. 95/2024/ND-CP dated July 24, 2024 detailing a number of articles of the Law on Housing 2023;

Pursuant to the Government's Decree No. 96/2024/ND-CP dated July 24, 2024 detailing the implementation of a number of articles of the Law on Real Estate Business 2023;

Base.....;

Based on the needs of the Parties,

The Parties below include

I. THE HOUSE SELLER (hereinafter referred to as the Seller):

- Organization name: .....
- Business registration certificate: .....
- Legal representative: ..... Position: .....
- Address: .....
- Contact phone: .....
- Tax code: ....

II. THE HOUSE BUYER (hereinafter referred to as the Buyer):

[If the Buyer is an individual]

Mr. (Mrs.):

- ID card/passport number: .....issued date: ...../...../....., at .....
- Permanent residence registration:
- Contact address:
-Telephone:
- Register for zalo number:
- Register an email address:
- Account number: ..... at ..... Bank
- Tax code: .....

Mr. (Mrs.):

- CCCD/ ID card/digital passport: ... Issued on: ...../...../....., at .....

- Permanent residence registration:

- Contact address:

-Telephone:

- Register for zalo number:

- Register an email address:

- Account number: ..... at ..... Bank

- Tax code: .....

[If the Buyer is an organization]

- [ORGANIZATION NAME] .....

- Business Registration Certificate/Investment Registration Certificate No.: ..... issued for the first time on ..... because ....., changed from time to time.

- Head office address: .....

- Account Number:..... at ..... Bank

- Tax code:.....

- Represented by: ..... ID card / ID card / Passport number: ..... Issue date: ....., at .....

According to the Power of Attorney (Power of Attorney) No. ..... day..... of..... (if any)

- Contact address: .....

-Telephone:.....

[If the Client is an individual or the Client is an individual but authorizes another person to sign, it is necessary to fill in the information of the Authorized Representative]

Representative (if any):

ID card / ID card / Passport number: ..... Issued Date: ...../...../..... at:.....

According to the power of attorney (if any) No.:.....Date:.....

The two parties agree to sign a house purchase and sale contract with the following contents:

ARTICLE 1. HOUSING INFORMATION

The Seller agrees to sell and the Buyer agrees to buy 01 (one) House of Project ..... due to .... as investors as follows:

1. Housing Location: Housing No.:..... at.....
2. Information about planning related to housing:

- …….

3. Scale of Housing:

- Total construction floor area (provisional): m2

  The total construction floor area mentioned above is a temporary area and will be accurately determined when conducting actual measurements according to the Record of handover of the house. The method of measuring the construction floor area is specified in Appendix 01 of this Contract.

- Total land use area: ..... m2 (calculated according to the outer edge of the land plot

boundary), in which:

+ Private Use: m2

The above-mentioned land use area is a temporary area and will be accurately determined when conducting actual measurement according to the Record of House handover.

+ General Use: 0 m2

+ Land use purpose: residential land

+ Origin of land use: The State allocates land with the collection of land use levy.

4. Project information and legal documents:

- ……

5. Characteristics, properties, uses, quality of houses

- Purpose of use: to stay.
- Year of completion of construction: Expected year .....
- Other contents: Details and specifications of the House are specified in Appendix 01 of this Contract.

6. Status of infrastructure works and services related to housing: Technical infrastructure items are built and put into use according to the progress of the Project.

7. Contract for issuance of guarantee for future-formed housing No.: ..... day..../...../..... middle..... and ..... Bank;

- Notice No.: … day... of Department of Construction About the notify the houses formed in the future that are eligible to be put into business under the Project.
- Attached to the contract, there is also a copy of the guarantee contract on housing, a document of the provincial Department of Construction on the housing formed in the future is eligible to be put into business.

8. Restrictions on ownership and use rights of houses (if any): according to the provisions of this Contract and the provisions of law.

ARTICLE 2. HOUSE SELLING PRICE

1. The selling price of a house is calculated according to the formula of taking the unit price of 01 m2 of the floor area of the house (x) with the total floor area of the house; specifically: ..... m2 construction floor (x) ..... VND/1m2 of construction floor = ... bronze (In words: .....). The selling price of this house includes the value of land use rights, VAT, and maintenance costs.

   (Details of the selling price of the house are specified in Appendix 02 of this contract).

2. The selling price of the house specified in Clause 1 of this Article does not include the following amounts:

- Registration fees, fees and charges as prescribed by law related to the implementation of procedures for applying for a Certificate to the Buyer. These registration fees, fees and charges shall be paid by the Buyer;
- Expenses for connection, installation of equipment and use of services for the house include: gas supply services, postal services, telecommunications, television and other services that the

Buyer uses for the house itself. These costs shall be paid directly by the Buyer to the service provider;

- Monthly funds for management and operation of urban areas; from the date of handing over the house to the Buyer as agreed in Article 5 of this Contract, the Buyer shall be responsible for paying expenses for management and operation of the urban area as agreed in this Contract;
- Non-agricultural land use tax (the buyer must declare and pay from the time of receipt and handover of the house);

3. The two Parties agree that, from the date of handing over the House to the Buyer and during the term of ownership and use of the purchased House, the Buyer must pay financial obligations according to current regulations, pay the fee for management and operation of the Urban Area as prescribed in Appendix 1 of Appendix 03 of this Contract and other fees due to the use of the utilities such as: gas, electricity, water, telephone, cable TV,... to the service provider.
4. Other agreements:

- Maintenance expense means the amount of money that the Buyer is responsible for contributing to serve the maintenance, repair and maintenance of the common area and common utility works specified in this Contract. Before receiving the handover of the House, the Buyer will pay an upfront maintenance fee equivalent to ..... Price.
- The Seller has the right and responsibility to manage and use the Maintenance Fund in accordance with the provisions of this Contract and the law.

ARTICLE 3. PAYMENT METHODS AND DEADLINES

1. Payment method: payment in Vietnamese currency, through the Seller's bank account according to the information below or according to information about the Seller's other accounts from time to time:

   - Account holders: .....
   - Account number: …..
   - At ..... Bank

2. Payment deadline: Within 10 (ten) working days from the due date of payment, regardless of whether or not the Seller has notified the Buyer in writing, the Buyer must still be obliged to pay in installments according to the payment schedule specified in Appendix 02 of this Contract.

- The time of determination of payment by the Buyer is the time when the Seller issues a receipt for the amount received from the Buyer or the amount of transfer credited to the Seller's bank account.
- The purchase and sale of future-built houses by the method of multiple payments must comply with the provisions of Article 25 of the Law on Real Estate Business 2023.

3. Duration of payment of maintenance expenses: According to the provisions of Clause 4, Article 2 and Appendix 02 of this Contract. Account information for payment of Maintenance Funds is as follows:

   - Account holders: …..

- Account Name: …..
- Account number: …..
- At ..... Bank

4. The Parties agree that:

a. The total land use area and the total construction floor area actually handed over to the Buyer may be smaller than or larger than the total land use area and total construction floor area specified in Article 1 and Appendix 01 of this Contract.

b. Case Total land use area, Total construction floor area according to the Record of handover of houses with a difference higher or lower than (±) 1% (one percent) of the Total land use area, Total construction floor area stated at Article 1 and Appendix 01 of this Agreement then the Two Parties do not have to readjust the House Selling Price (For clarification, including the case of equal to (=) 1%).

c. Case Total land use area or Total construction floor area according to the Record of handover of houses with a difference higher or lower than (±) 1% (one percent) of the Total land use area or Total construction floor area stated at Article 1 and Appendix 01 of this Agreement the selling price of the house shall be adjusted according to the formula below:

Adjusted selling price = Selling price + (1-80%) x Selling price/ Initial land use area x (Actual land use area - Initial land use area) + (80% x Selling price)/Initial construction floor area x (Actual construction floor area - Initial construction floor area)

Note: The adjusted selling price does not include VAT and Maintenance Expenses;

5. Payment of the value of the difference area (if any) as prescribed at Point c, Clause 4 of this Article:

- On the date of handover of the House, the two Parties will sign the Handover Record to confirm the The total land use area and the total construction floor area have changed compared to the original area in the Contract.
- In this case, within 05 (five) days from the date of handing over the House, the Parties will sign an appendix to adjust the area and selling price of the House of the Contract.
+ In case Total land use area or Total construction floor area Actual housing that is larger than 1% (one percent) of Total land use area or Total construction floor area The Buyer shall pay the value of the difference to the Seller within 30 (thirty) days from the date of handing over the House.
+ In case Total land use area or Total construction floor area actual less than 1% (one percent) of the Total land use area or Total construction floor area The Seller shall pay to the Buyer the value of the difference within 30 (thirty) days from the date of handover of the House.

Note: The ratio of the difference area of the total land use area or the total construction floor area is determined independently, separately and does not add up the difference of these two types of areas. For example: If the total actual land use area is 0.5% different from the total construction floor area and 0.6% of the original area, the selling price of the house shall not be adjusted.

ARTICLE 4. QUALITY OF HOUSING WORKS

1. The Seller undertakes to ensure the quality of the housing works mentioned in Article 1 of this

Contract in accordance with the approved design and to use the correct (or equivalent) housing construction materials that the two parties have committed to in this Contract.

2. Construction schedule: The two parties agree that the Seller is responsible for carrying out the construction of the house according to the schedule agreed below:

   …..

3. The Seller must construct technical and social infrastructure works to serve the housing needs of the Buyer in the Project in accordance with the approved planning, design, contents and schedule of the Project and ensure quality in accordance with regulations, construction standards prescribed by the State.

4. The Seller must complete the construction of infrastructure works to serve the Buyer's essential housing needs at the Project according to the project contents and the approved schedule before the date the Seller hands over the House to the Buyer, including: road system; rainwater drainage system; wastewater drainage system; water supply system; electricity supply systemaccording to the progress of the approved project.

ARTICLE 5. HOUSING FORWARDING

1. Conditions for delivery and receipt of the house: The handover of the house shall be agreed upon by the two parties when the following provisions are fully met:

a. After the Seller completes the construction of the House as prescribed in this Contract.

b. The Buyer has fully fulfilled the payment obligations, maintenance expenses and financial obligations related to the receipt of the house up to the time of handover as prescribed in this Contract.

The two Parties agree that, only when the conditions for handing over the House specified in Clause 1, Article 5 of this Contract are fully met, the Seller will incur the obligation to hand over the House to the Buyer with the provisions on the handover time limit in Clause 2, Article 5 below.

2. The Seller will hand over the House to the Buyer on the following dates: ... /..../.... (referred to as the "Expected Handover Date").

The handover of the house may be earlier or later than the time specified in this Clause, but must not be too late.... date from the due date of handing over the house to the buyer; The Seller must notify the Buyer in writing of the reason for the delay in handing over the House.

Before the date of handover of the house, it is .... date, the Seller shall send a written notice to the Buyer of the time, place and procedures for handing over the House.

The Seller and the Buyer agree to sign the House handover record according to the Investor's form.

3. The house handed over to the buyer must be in accordance with the approved design; must use the equipment and materials specified in the list of construction materials and equipment agreed upon by the Parties under the Contract.

4. On the date of handover of the house according to the notice, the buyer or the lawful authorized person must come to inspect the actual condition of the house compared to the agreement in this contract, together with the representative of the seller, re-measure the actual floor area of the house and sign the record of house handover.

In case the Buyer or a person legally authorized by the Buyer fails to come to receive the handover of the House according to the Seller's notice within 05 (five) days or comes to inspect but fails to hand over the House without plausible reasons (except for the case agreed at Point g, Clause 1, Article 10 of this Contract), from the due date of handover of the House According to the notice of the Seller, it is considered that the Buyer has agreed and officially received the handover of the House according to the reality and the Seller has fulfilled the responsibility of handing over the House under the Contract, the Buyer is not entitled to state any unreasonable reason for not accepting the handover of the House; such refusal to accept the handover of the House shall be considered as a breach of the Contract by the Buyer and shall be handled in accordance with the provisions of Article 11 of this Contract.

5. From the time the two parties sign the handover record Housing, the Buyer has the full right to use the House and assumes all responsibilities related to the purchased House, including whether the Buyer uses it or has not used it Housing this.

   For clarification, from the time of handing over the house, the Buyer must pay fees including but not limited to the following items: Electricity and water use charges; Compulsory fire and explosion insurance premiums (if any, as prescribed by law); Cost of connection and installation of equipment; Fees for management and operation of urban areas and all other applicable taxes and fees (if any) related to housing.

6. At the time of handing over the House, if the Buyer detects that the House has defects or errors compared to the description in the Contract, the Buyer has the right to clearly state the request for repair and remedy of inconsistencies in the Repair Request Form. The Seller shall be responsible for remedying these defects and errors within 30 (thirty) days from the date the Seller signs and certifies the Request for Repair. In case the Buyer's requests for repair and remedy are not in accordance with the technical specifications of the House as described in this Contract, the Seller has the right to refuse to carry out the repair and remedy. The Parties agree that: (i) all defects, errors and damages (if any) to the Housing at the time of handover will be applied in accordance with the provisions on the Housing warranty; (ii) When signing this Contract, the Buyer shall be deemed to have known and understood the Housing. Any issues related to the quality of the Housing shall not be a reason for the Buyer to refuse to accept the handover of the House; (iii) In case the actual difference between the land use area of the House and the floor area of the House is from 02% to 10% compared to the area stated in this Contract is not a reason for the Buyer to refuse to accept the handover of the House, the two Parties shall sign a record of handover of the House with the actual area of the difference and sign an appendix to adjust the Selling Price Houses of this Contract according to that actual area.

7. For the avoidance of doubt, the Parties agree that the Seller reserves the right to use the land/ownership of the House until the time the Buyer has fulfilled all payment obligations as stipulated in this Agreement and the Seller has handed over the House to the Buyer.

8. In case the Buyer fails to complete the procedures for handing over the House, resulting in the inability to fulfill the payment obligations and other obligations as prescribed in the Contract, the Seller has the right to unilaterally terminate the Contract as in case the Buyer delays payment as prescribed in Article 11 of this Contract.

ARTICLE 6. HOUSING WARRANTY

1. The seller shall be responsible for guaranteeing the sold house as agreed upon in the contract and the provisions of the law on housing, other relevant laws and the State's amended and supplemented regulations from time to time.
2. When handing over the House to the Buyer, the Seller must notify and provide the Buyer with 01 copy of the record of acceptance of putting the house into use in accordance with the construction law for the parties to determine the time of warranty of the house.
3. The contents of the house warranty include: repair and remedy of damage to the main structure of the house (beams, columns, ceilings, roofs, walls, cladding, paving, plastering), equipment attached to the house such as the system of doors, fuel supply systems, domestic power supply lines, etc supply electricity for lighting, domestic water supply system, wastewater drainage, remedy cases of tilting, subsidence and subsidence of the house. For other equipment associated with the house, the seller shall carry out the warranty according to the regulations of the manufacturer or distributor.

   The Seller is responsible for performing the Home warranty by replacing or repairing defective points or replacing equipment of the same type of same or better quality. The warranty by replacement or repair is made only by Seller or a Party authorized by Seller.
4. The Buyer must promptly notify the Seller in writing when the House has damages covered by the warranty. Within 10 days from the date of receipt of the Buyer's notice, the Seller shall be responsible for performing the warranty for damages in accordance with the agreement and in accordance with the provisions of law; The Buyer must create conditions for the Seller to perform the warranty of the House. If the Seller is late in performing the warranty and causes damage to the Buyer, it shall be responsible for compensating the Buyer according to the actual damage incurred.
5. Houses are warranted from the completion of construction and acceptance and put into use for a period of 24 (twenty-four) months. The warranty period of the house is calculated from the time the house has a record of acceptance and put into use in accordance with the law on construction. The warranty period for other equipment associated with the house has the warranty content according to the manufacturer's regulations and the warranty period is the manufacturer's warranty period.
6. The seller fails to provide warranty for the house in the following cases:

a. In case of normal wear and tear and depreciation;
b. In the event of damage caused by the fault of the Buyer or any other user of the Housing or any other Third Party, including damage caused by the equipment and/or property of the Buyer or of any other Third Party;
c. In case of damage due to force majeure events;
d. In case the warranty period has expired as prescribed in Clause 5, Article 6 of the Contract;
e. The Seller does not receive the notice from the Buyer within 07 (seven) days;
f. Cases that are not covered by the warranty as prescribed by law, including equipment and parts attached to the Housing installed or repaired by the Buyer without the consent of the Seller;
g. The Seller is not responsible for any damage to property and people arising from:

- The repair, upgrade, renovation and lease of this house shall be carried out by the Buyer or its persons.

- Violations by other owners or users of Housing in the Project.

7. After the warranty period as agreed in Clause 5 of this Article, the repair of damage to the House shall be the responsibility of the Buyer.

8. The Seller is not responsible for reimbursing the warranty cost in case the Buyer arbitrarily or asks others to remedy the defect in any case.

ARTICLE 7. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

1. In case the Buyer wishes to mortgage the purchased house to a credit institution operating in Vietnam before the Buyer is granted the Certificate, the Buyer must notify in advance in writing for the Seller and the Buyer to carry out necessary procedures as prescribed by the credit institution.

2. In case the Buyer has not yet received the handover of the House from the Seller but the Buyer wishes to transfer this Contract to a Third Party, the Parties must strictly carry out the procedures for transferring the Contract in accordance with the law on real estate business. The Seller shall not collect any additional funds for the transfer of the Contract when carrying out the procedures for confirming the transfer of the Contract to the Buyer.

3. The two Parties agree that the Buyer may only transfer the Purchase and Sale Contract to a Third Party when it fully meets the conditions prescribed by the law on real estate business, the Buyer must complete the payment of the due amounts to the Seller as prescribed in the Contract and late interest (if any);

a. The transferee must be a person who is eligible to sign and perform this Contract in accordance with the provisions of law at the time of receiving the transfer of the Contract;

b. The assignee agrees to abide by the terms of the Contract and the Appendices attached to this Agreement;

c. Any amount paid by the Buyer to the Seller up to the time of assignment of the Contract shall not be refunded but shall be transferred to the transferee. Accordingly, all rights, responsibilities and obligations of the Buyer will be transferred to the transferee from the date the Seller signs and confirms the Contract Transfer Document;

d. The Seller shall not be liable for any taxes, fees, fees and other costs associated with the assignment of the Contract between the Buyer and the assignee.

4. In both cases mentioned in Clause 1 and Clause 2 of this Article, the house buyer or the transferee of the house purchase and sale contract is entitled to the rights and must perform the obligations of the buyer as agreed in this contract.

5. The Seller has the right to refuse to certify the transfer of the Contract in accordance with the provisions of law (if it falls into one of the cases such as the House is in the process of applying for a Certificate, mortgaged to the bank, blocked/prevented by a decision of a competent State agency, etc.).

ARTICLE 8. AGREEMENTS ON COMMON OWNERSHIP IN THE PROJECT AND PRIVATE OWNERSHIP, PROJECT OPERATION MANAGEMENT

1. Jointly owned and privately owned:

a. The Buyer has the right to use the land area attached to the House and has the right to own the purchased House with the information described in Article 1 of the Contract.

b. The areas and items of construction works are owned by the Sellerare: (i) Houses that are not sold or have not been sold in the Project as decided by the Seller from time to time; (ii) Areas used for commercial-service purposes (if any and at the discretion of the Seller from time to time); (iii) Areas of utility works located outside the Resident's private ownership and outside the Common Area and Common Utility Works of the Urban Area.

The Seller has the right to own the areas of houses and construction works under the Seller's own ownership.

c. Areas and work items in the Project under common ownership of other owners of houses and other construction works in the Project (if any): specified in Appendix 04 of this Contract.

The areas and work items in the Project are under the sole ownership of the Investor but are reserved for common use (if any): as prescribed in Appendix 04 of this Contract.

The Investor, the Buyer and the owners of the work areas in the Project shall have common ownership of the areas under common ownership. The seller, the buyer and other owners of other houses and construction works have the common right to use the area and work items in the project under the sole ownership of the investor but are reserved for common use.

2. Public service and utility areas in the Project: are community living areas, common playground areas of the Project and items identified as having the function of public use and service according to the approved planning and design dossiers of the Project. The Seller, the Buyer and other owners (if any) are obliged to pay the cost of using and maintaining the operation of the service areas and public utilities in the Project according to the project operation management regulations.

3. The two Parties agree to agree on the level of funding for operation management and operation of common areas and common utility works in urban areas according to the provisions of Appendix 03 and Appendix 04 of this Contract.

ARTICLE 9. RIGHTS AND OBLIGATIONS OF THE SELLER

1. Rights of the Seller:

a. Ask the Buyer to pay for the purchase Housing in accordance with the agreement in Article 3 and Appendix 02 of the Contract and the interest rate shall be calculated in case the Buyer delays payment according to the schedule agreed in Article 3 and Appendix 02 of this Contract;

b. Request the Buyer to accept the handover Housing in accordance with the agreed time limit stated in this Contract;

c. Right to refuse to hand over Housing or hand over the original of the Buyer's Certificate until the Buyer completes the payment obligations as agreed in this Contract;

d. The right to change construction equipment and materials Housing have equivalent quality value in accordance with the law on construction; in case of change of equipment and finishing materials inside the house, there must be a written agreement with the buyer;

dd. Unilaterally terminate the house purchase and sale contract as agreed in this Contract;

e. Request the Buyer to pay fines for breach of the Contract or compensation for damage when violating the agreements subject to fines or compensation in this Contract or under decisions of competent State agencies;

f. Other rights agreed upon by the two parties:

(i) To transfer its right to collect debts under the Contract to a Third Party in legal forms without the consent of the Buyer.

(ii) To be entitled to request the Buyer to provide all documents, pay fees and charges to carry out procedures for applying for a Certificate to the Buyer in accordance with the provisions of law;

(iii) Promulgating the Internal Regulations of Urban Areas; establish a Representative Board or select and sign contracts with management and operation enterprises to manage and operate urban areas.

(iv) To have the right to use, have the full right to manage business operation (if any) and collect service use fees for common areas and common utility works of the urban area (to compensate for the cost of management and operation of the urban area);

(v) The right to hang the Seller's brand logo or otherwise display the Seller's information in the Urban Area during the duration of the Urban Area's existence without having to pay any cost to any unit or individual owner;

(vi) To directly or cooperate with a third party to exploit areas and areas under common ownership and common use of the Urban Area in order to serve the needs of residents in the Urban Area;

(vii) Request the Buyer to pay the Urban Area Management Fee as agreed in Appendix 03 of this Contract.

(viii) Having full ownership, management, exploitation and business activities of the Seller's own ownership in accordance with the law.

(ix) The ownership of the House is reserved until the Buyer fulfills all payment obligations specified in the Contract.

2. Obligations of the Seller:

a. Provide the Buyer with accurate information about the detailed planning of the Project, the approved housing planning and design;

b. Construction of houses and infrastructure works in accordance with the planning, contents of the project dossier and the approved schedule, ensuring that when handing over the house, the buyer can use and live normally;

c. Ensure the quality of construction, technical architecture and fine arts of housing in accordance with current regulations, design standards and technical standards;

d. Preserving the House during the period when the House has not been handed over to the Buyer; perform the house warranty in accordance with the provisions of this contract and the provisions of law;

dd. Handing over the house and legal documents related to the house sold to the buyer within the time limit agreed in this Contract;

e. Guiding and supporting the Buyer to sign service use contracts with suppliers of electricity and water, telecommunications, cable television, etc.;

g. To pay land use levy and other taxes, charges and fees related to the sale of houses in accordance with law;

h. Carry out procedures for the competent State agency to issue the Certificate to the Buyer. In this case, the Seller shall notify the Buyer in writing of the submission of relevant documents for the Seller to carry out procedures for requesting the issuance of the Certificate to the Buyer.

Within 30 (thirty) days from the date of receipt of the Seller's notice, if the Buyer fails to submit all the documents as notified, it shall be deemed that the Buyer voluntarily goes to carry out the procedures for issuance of the Certificate. When the Buyer voluntarily carries out the procedures for applying for the Certificate, the Seller must support and provide complete legal documents on the The house has been sold to the Buyer.

i. Assist the Buyer in carrying out mortgage procedures for the purchased house at the credit institution at the request of the Buyer;

k. To pay fines for breach of the Contract and pay compensation for damage to the Buyer when violating the agreements subject to fines or compensations in this Contract or under decisions of competent State agencies.

ARTICLE 10. RIGHTS AND OBLIGATIONS OF THE BUYER

1. Rights of the Buyer:

a. To receive the handover of the houses specified in Article 1 of this Contract with the equipment and materials specified in the list of construction materials agreed upon by the Parties enclosed with this Contract and the housing dossiers in accordance with the agreements in this Contract;

b. To park the vehicle in the area under the exclusive ownership of the Buyer;

c. Request the Seller to carry out procedures for applying for a Certificate in accordance with law (except for the case where the Buyer voluntarily carries out this procedure as agreed at Point h, Clause 2, Article 9 of this Contract);

d. To have the full right to own, use and perform transactions for the purchased houses in accordance with the provisions of law, and at the same time to use the infrastructure services provided by the service enterprises directly or through the Seller after receiving and handing over the houses in accordance with regulations on the use of infrastructure services of the service providers;

dd. Receive the Certificate after fully paying 100% of the house purchase price and all taxes, charges and fees related to the house as agreed in this contract and in accordance with law;

e. Request the Seller to complete the construction of technical and social infrastructure works in accordance with the approved Project contents and schedule;

g. The Seller has the right to refuse to accept the handover of the House if the Seller fails to complete the construction and put into use the infrastructure works to serve the Buyer's essential and normal housing needs in accordance with the agreement in Clause 4, Article 4 of this Contract or in case the land area of the House/floor area of the actual house construction is smaller/larger exceeding 10% (ten percent) of the area stated in this Contract. The refusal to accept the handover of the House in this case shall not be considered as a violation of the conditions for handing over the House of the Buyer to the Seller;

h. Request the Seller to support the procedures for mortgage of the house purchased at the credit institution in case the Buyer wishes to mortgage the house at the credit institution in

accordance with the regulations of the credit institution and the provisions of law.

2. Obligations of the Buyer:

a. Full and timely payment of the house purchase amount as agreed in Article 3 and Appendix 2 of this contract does not depend on whether or not there is a notice of payment for the house purchase of the Seller;

b. Receive the handover of the house and sign the record of handover of the house as agreed in this contract;

c. From the date of receipt of the handover of the House, the Buyer is fully responsible for the purchased House (except for cases under the responsibility to ensure the legality and warranty of the House of the Seller) and is responsible for the purchase and maintenance of necessary insurance policies against all risks. damage related to housing and civil liability insurance in accordance with law;

d. From the date of receipt of the handover of the House, even if the Buyer has not yet put the House into use, the House will be managed according to the Internal Regulations on Management of the Urban Area and the Buyer must comply with the regulations stated in the Internal Regulations on management and use of the Urban Area;

dd. To pay taxes, fees and charges as prescribed by law that the Buyer must pay as agreed in this Contract;

e. Payment of service costs such as electricity, water, cable TV, satellite TV, communications, etc. and other taxes and fees arising from the Buyer's demand as prescribed;

g. To use the house for the right purpose to live in accordance with the law on housing and as agreed in this Contract;

h. To pay fines for breach of the Contract and compensate the Seller for damage when violating agreements subject to fines or compensations as prescribed in this Contract or under decisions of competent State agencies;

i. Perform other obligations under decisions of competent State agencies when violating regulations on management and use of houses;

k. Other obligations as agreed upon by the Parties are as follows:

(i) Be solely responsible for any disputes and lawsuits of the Third Party arising from the Buyer's acts related to the conclusion and performance of this Contract as well as in the process of the Buyer's use and disposition of the Housing;

(ii) Undertake to fully meet the conditions permitted by the laws of Vietnam to enter into this Agreement and purchase a House;

(iii) Provide the Seller with information, documents, dossiers and pay registration fees and charges related to the application for the Certificate to the Buyer in accordance with the provisions of law;

(iv) Not to interfere with the use, disposition or transfer of the Seller's own ownership;

(v) The Buyer is responsible for paying the Maintenance Fund as prescribed in this Contract to maintain the common areas and equipment in the Urban Area. Paying additional Maintenance Funds in case the Urban Area maintenance fund is insufficient to carry out the maintenance as notified by the Seller or the Management Company from time to

time.

(vi) When completing the House, the Buyer must not damage the structure, safety and exterior architecture of the House as well as not affect the architecture, aesthetics and characteristics of the Houses and adjacent works. The Buyer will have to pay all design and construction costs related to the completion of the House. During the completion of the house, the Buyer shall be responsible for taking care of its assets, supplies and equipment and must pay the Seller the actual electricity and water usage charges (if any) according to the Seller's notice. At the same time, the Buyer who completes the House must maintain general hygiene, if it damages or causes damage to the property of the Seller or a Third Party, it must restore the status quo or compensate the Seller or the Third Party for damages. The Buyer is not allowed to change or adjust the exterior design and height of the House different from the original design of the House. The Buyer shall not carry out the construction of the House or make renovations or adjustments that affect the architecture and general planning of the whole Project.

(vii) Fully and punctually pay the fees for management and operation of the urban area as prescribed in this Contract and the Internal Regulations of the urban area;

(viii) Pay non-agricultural land use tax or other taxes and fees as prescribed by law from the date of handover, regardless of whether the Buyer has received/used the House or has not received/used the House;

(ix) Comply with the provisions of the Internal Regulations of the Urban Area promulgated by the Investor.

(x) Submit all dossiers, papers, taxes, fees and registration fees in accordance with the provisions of law and the Seller's notice for the Seller to carry out the procedures for applying for the Certificate for the House.

The Buyer must carry out the procedures for issuance of the Certificate by itself if it fails to fully submit all dossiers, papers, fees and taxes according to the notice and guidance of the Seller to carry out the procedures for issuance of the Certificate within 30 (thirty) days from the due date according to the notice of the Seller. In this case, the Buyer is obliged to pay the Seller the final amount in accordance with the provisions of Appendix 02 of this Contract at the time when the Seller provides all necessary documents for the Buyer to carry out the procedures for applying for the Certificate by itself or the 60th (sixtieth) day from the expiration of the deadline for submitting the dossier to carry out the procedures for issuance The Certificate as prescribed at Point h, Clause 2, Article 9 of this Contract, whichever comes first. If the Buyer is late in paying as prescribed in this Section, Clause 1, Article 11 of the Contract shall apply.

(xi) Comply with the provisions of this Agreement and other obligations as prescribed by law in force from time to time.

ARTICLE 11. RESPONSIBILITIES OF THE TWO PARTIES AND THE HANDLING OF BREACH OF CONTRACT

1. The two Parties agreed on the form and method of handling violations when the Buyer delays payment for the purchase of the House:

a. If it is more than 10 (ten) days from the due date, the purchase price must be paid Housing as agreed in Article 3 and Appendix 02 of this Contract, if the Buyer fails to make payment, the overdue penalty interest will be calculated on the total late payment interest, which is: 0.05%/day (Zero five percent per day) and shall be calculated from the date of payment to the date of actual payment by the Buyer;

b. During the performance of this Contract, if the total time of late payment of all installments to be paid as agreed in Article 3 and Appendix 02 of this Contract exceeds 60 (sixty) days, the Seller has the right to unilaterally terminate the Contract as agreed in Article 14 of this Contract. The Seller shall send written notice to the Buyer 30 (thirty) days in advance (the "Notice of Termination"). In this case, the Contract will automatically terminate from the 30th (thirtieth) day of the Notice of Termination or another time specified in the Notice of Termination of the Agreement, whichever comes later (the "Termination Date").

In this case from the Date of Termination of the Contract, the Seller is entitled to sell the House to another customer without the consent of the Buyer. Within 15 (fifteen) days from the time the Seller signs the contract for sale and purchase of the House with the new buyer or within 90 (ninety) days from the Date of Termination of the Contract, whichever comes first, the Seller shall refund the amount paid by the Buyer (on a non-interest-free basis) after deducting the following amounts:

- The fine for breach of contract is 10% (ten percent) of the selling price of the house excluding VAT;
- The paid VAT amount;
- All late payment interest as prescribed at Point a, Clause 1, Article 11 of this Contract;
- The brokerage cost of selling the House according to the Seller's sales policy;
- The compensation for damages shall compensate for the losses and expenses incurred by the Seller from the termination of this Contract;

In case the Parties cannot reach an agreement on the total fine and compensation for damage mentioned above, the Parties agree that the total fine and compensation for damage shall be determined as 30% (thirty percent) of the selling price of the house.

2. The two Parties agree on the form and method of handling violations when the Seller delays handing over the House to the Buyer:

a. If the Buyer has paid for the purchase Housing on schedule and have fulfilled other due payment obligations as agreed in this Contract but are past 120 (one hundred and twenty) days from the date on which the Seller must hand over Housing as agreed in Article 5 of this Contract but the Seller has not yet handed over Housing to the Buyer, the Seller shall pay the Buyer a penalty for violation with an interest rate of 0.05%/day (Zero five percent per day) on the total amount paid by the Buyer to the Seller and calculated from the date of 121st after the date on which the Seller must hand over the House as agreed in Article 5 to the date of handover by the Seller Housing actual for the Buyer.

b. If the Buyer has paid for the purchase Housing on schedule and has fulfilled other due payment obligations as agreed in this Contract but the Seller delays the handover of the House for more than 180 (one hundred and eighty) days from the date on which the House must be handed over as agreed in Article 5 of this Contract (except for the case of delay in handover due to the fault

of the Buyer), the Buyer has the right to continue performing the Contract This agreement shall be supplemented with an agreement on the time of handing over the new house or unilaterally terminating the contract as agreed in Article 14 of this contract.

In case the Buyer chooses to unilaterally terminate the Contract, within 30 (thirty) days from the date the Contract is terminated, the Seller must refund the entire amount paid by the Buyer (on an interest-free basis) and compensate the Buyer with the following amounts:

- The fine for breach of the Contract is 10% (ten percent) of the total value of this Contract exclusive of VAT;
- Interest on the entire amount paid by the Buyer to the Seller from the 121st day from the Expected Handover Date until the date of termination of the Contract;
- The compensation for damages shall compensate for the losses and expenses incurred by the Buyer from the termination of this Contract.

In case the Parties cannot reach an agreement on the total fine and compensation for damage mentioned above, the Parties agree that the total fine and compensation for damage shall be determined as 30% (thirty percent) of the selling price of the house.

3. In case the house is due for handover according to the notice of the Seller and the house has met the conditions for handover as agreed in this Contract but the Buyer does not accept the handover, then:

a. If the Buyer has paid in full and on time as prescribed in Article 3 and Appendix 02 of this Contract, the Buyer shall be deemed to have received the handover and all responsibilities will be fulfilled under this Contract.

b. When the Buyer fails to pay in full and on time as prescribed in Article 3 and Appendix 02 of this Contract, the Buyer shall be deemed to be in breach of the Contract, and the Seller has the right to handle according to Clause 1 of this Article. For clarification, in case the Buyer fails to complete the procedures for receiving and handing over the House, leading to the failure to complete the payment obligation as prescribed in the Contract, the Seller has the right to terminate the Contract as in case the Buyer breaches the payment obligation at Point b, Clause 1, Article 11 of this Contract.

4. Other agreements of the Parties:

- For clarification, in case the Seller delays in handing over the House to the Buyer due to a Force Majeure Event, the provisions of Clause 2, Article 11 of this Contract will not apply. In this case, the handover date will be pushed back by a period of time for the Force Majeure Event to be remedied by the Parties.

ARTICLE 12. COMMITMENT OF THE PARTIES

1. The Seller commits:

a. The houses mentioned in Article 1 of this Contract are not sold to other persons and are not prohibited from sale as prescribed by law;

b. The house specified in Article 1 of this Contract is built in accordance with the planning, design and approved drawings provided to the Buyer, ensuring the quality and correct construction materials as agreed in this Contract;

2. The Buyer undertakes to:

a. Have researched and carefully considered information about purchased housing;

b. Having been provided by the Seller with copies of the necessary papers, documents and information related to the Housing, the Buyer has carefully read and understood the provisions of this Contract as well as the attached appendices. The Buyer has investigated all issues that the Buyer deems necessary to check the accuracy of such papers, documents and information;

c. The amount of purchase of Housing under this Contract is legal, there is no dispute with the Third Party. The Seller shall not be liable for any dispute over the amount paid by the Buyer to the Seller under this Agreement. In case of a dispute over the amount of money for the purchase of this House, this Contract shall still be valid for the Two Parties;

d. Provide necessary documents when required by the Seller in accordance with the provisions of law to carry out the procedures for granting the Certificate to the Buyer.

3. The signing of this Contract between the Parties is completely voluntary, not coerced or deceptive.

4. In case one or more articles, clauses and points in this Contract are declared invalid, invalid or unenforceable by competent State agencies in accordance with current provisions of law, other articles, clauses and points of this Contract shall still be enforceable for the two parties. The two Parties shall agree to amend the articles, clauses and points that are declared invalid or invalid or unenforceable in accordance with the provisions of law and in accordance with the will of the two Parties.

5. The two Parties commit to strictly implement the agreements specified in this Contract.

ARTICLE 13. FORCE MAJEURE EVENTS

1. The Parties agree to agree that one of the following cases shall be deemed to be a Force Majeure Event:

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

b. Due to the need to implement decisions of competent State agencies or other cases prescribed by law;

c. Due to accidents or illnesses, they are eligible to go to a medical facility for emergency treatment;

d. Due to epidemics, fires, riots, floods, earthquakes, other natural disasters, national emergencies, or other events beyond human control.

2. Any mere financial hardship will not be considered a force majeure case.

3. When one of the force majeure cases as agreed upon in Clause 1 of this Article occurs, the party affected by the force majeure case must notify in writing or directly notify the other party within 07 (seven) days from the date of occurrence of the force majeure case (*if there are papers proving the force majeure reasons, the affected party must produce these papers*). The failure of the party affected by force majeure to perform its obligations shall not be considered as a breach of its obligations under the Contract and is not a basis for the other party to have the right to terminate this Contract.

4. The performance of the obligations under the Contract of the Parties shall be suspended during the occurrence of the Force Majeure Event. The Parties shall continue to perform their obligations after the Force Majeure Event is terminated, except for the case specified at Point d, Clause 1,

Article 14 of this Agreement.

ARTICLE 14. TERMINATION

1. Cases of termination of the Contract:

a. The two Parties agree to terminate the Contract in writing. In this case, the two parties shall make a written agreement specifying the conditions and time limit for termination of the Contract;

b. The Buyer is late in paying the house purchase price as agreed in Clause 1, Article 11 of this Contract;

c. The Seller is late in handing over the House as agreed in Clause 2, Article 11 of this Contract;

d. In case the party affected by the irreparable Force Majeure Event continues to perform its obligations within 90 (ninety) days from the date of the occurrence of the Force Majeure Event and the two Parties do not have any other agreement, either Party has the right to unilaterally terminate this Agreement and the termination of this Contract shall not be is considered a breach of the Agreement.

2. The handling of consequences due to the termination of the Contract shall comply with the provisions of Clause 1 of this Article:

a. If the Contract is terminated under Point a, Clause 1, Article 14 of this Contract, the handling of consequences resulting from the termination of the Contract shall comply with the written agreement of the Parties.

b. If the Contract is terminated under Point b, Clause 1, Article 14 of this Contract, the handling of consequences due to the termination of the Contract shall comply with the provisions of Point b, Clause 1, Article 11 of the Contract.

c. If the Contract is terminated under Point c, Clause 1, Article 14 of this Contract, the handling of consequences due to the termination of the Contract shall comply with the provisions of Point b, Clause 2, Article 11 of the Contract.

d. If the Contract is terminated according to Point d, Clause 1, Article 14 of this Contract, the handling of consequences due to the termination of the Contract shall be carried out as follows: The two Parties shall sign the liquidation of the Contract and return to each other what they have received (on a non-interest basis) and do not have to compensate for any actual damage. The time of repayment is determined within 10 (ten) days from the date of signing the liquidation record of the Contract.

ARTICLE 15. ANNOUNCEMENT

1. Address for the Parties to receive notices from the other party:

a. Address to receive Seller's notifications:

Company Name: **……**

Address : …....

Tel : ……

b. Address to receive the Buyer's notice:

Full name of Mr/Mrs. :

ID card/ID card/ digital passport :

Address (HKTT) :

Contact Us :

Telephone :

Mail/ Zalo :

2. Form of notification between the Parties: In writing sent via email or zalo (according to the registered phone number) or sent by certified mail or sent directly.
3. The recipient of the notification:

- For the Seller: ....;

- For the Buyer: Mr. / Mrs.....;

In case the Buyer has 02 (two) or more persons, all references to the Buyer in this Agreement shall mean references to each person of the Buyer. For convenience, the Purchaser's persons hereby agree to authorize the first named person of the Buyer to be an authorized representative to receive notices, claims or correspondence dealing with Seller in connection with this Agreement.

4. Any notices, requests, information, claims arising in connection with this Agreement must be in writing. The two Parties agree that notices, requests and complaints shall be deemed to have been received if they are sent to the correct address, the right name of the recipient of the notice, and the correct form of notification as agreed in Clause 1, Clause 2 and Clause 3 of this Article and within the following time:

a. On the date of sending in case the letter is delivered in person and signed by the recipient of the notification;

b. On the date the sender receives the fax forwarding notice successfully in case the fax notification is sent;

c. On Monday, from the date of affixing the postmark in case of sending the notice by express mail;

d. On the date the email is sent successfully if sent by email.

dd. On the day of delivery, the zalo is successfully sent and there is a notification of receipt.

5. The Parties must notify each other in writing if there is a request for change in the address, form and name of the recipient of the notification; If there is a change in (*address, form and name of the recipient of the notice as agreed upon by the Parties .....*) if the party making the change fails to notify the other party, the party sending the notice shall not be responsible for the failure of the party to make the change to receive the written notice.

ARTICLE 16. OTHER AGREEMENTS

1. Explanation of Terms:

a. **"House"**: means a house including land use rights and construction works associated with such land use rights as stated in Article 1 and Appendix 01 of this Contract.

b. **"House Sale Price"**: means the total amount of House sale determined in Article 2 of this Contract.

c. **"Certificate"** means a certificate of land use rights and ownership of land-attached assets issued by a competent State agency to the house buyer in accordance with the land law, from time to time.

d. **"Contract"**: means this Housing Purchase and Sale Contract and all attached appendices as well as any written amendments and supplements to this Contract made and signed by the two Parties in the course of performance of this Contract.

dd**.** **"Urban Area"**:be …...

e. **"Handover Date"**: means the date on which the Seller hands over the House to the Buyer according to the notice as specified in Clause 2, Article 5 of the Contract.

g. **"Force majeure events"**: means an event that occurs objectively which neither party or the Parties to this Agreement can foreseeable and irreparable in order to perform its obligations under this Agreement, notwithstanding all necessary and permissible measures. Cases considered as force majeure events are agreed upon by the two parties in detail in Article 13 of this Contract.

h**.** **"Construction floor area"**: is the area specified in Appendix 01 of this Contract.

i**.** **"Land plot area"** means the area calculated according to the outer edge of the land plot boundary.

k. **"Internal Regulations of Urban Areas"** means the internal regulations on management and use of the House attached in Appendix 03 of this Contract and all amendments and supplements from time to time in the process of management and use of the House.

l. "**Management Fee"** is the charge for management and operation of the residential area, which is specified in detail at Appendix 1 of Appendix 03 of the Contract.

m. "**Management Company**" or **"Operation Management Company"** means any organization with full capacity and experience in operation management, selected by the Investor to perform the Management and Operation of the Urban Area through the signing of the Management Contract. In case the Investor directly manages and operates the Urban Area, "Management Company" also means the Investor.

o. "**Common Areas and Common Utility Works**" means the common-use areas and common-use utility works of the Urban Area, including the items specified in Appendix 04 of this Contract.

p. "**Project**"is.... by ….. as the Investor.

2. The Parties acknowledge and agree that, in case there is an error in the entry of information, data, misarrangement of documents or errors due to calculations during the preparation of the Contract, and the Seller or the Buyer proves that such information and figures are incorrect according to the terms and conditions of the Contract, Appendices and/or relevant documents and agreements that the Parties have signed and agreed on in practice, the other party must approve the adjusted data and information.

3. The Buyer acknowledges that the issuance of the Certificate to the Buyer and the time of issuance shall be at the discretion of the competent State agencies and that the Seller shall not be liable if the issuance of the Certificate to the Buyer is delayed. The recording of land and housing information in the Certificate issued to the Buyer shall comply with the provisions of

law and the guidance of the competent State agency from time to time.

4. In case the Buyer has 02 (two) or more persons, all references to the Buyer in this Agreement shall mean references to each person of the Buyer and all persons of the Buyer in general. The Seller shall have no obligation to determine the personal obligations of the Buyer or each person under the Buyer to the Seller. Except as otherwise agreed in the Agreement, for convenience, the Buyer's persons hereby agree to authorize the first named person of the Buyer to be the authorized representative to perform transactions with the Seller as well as to receive notices, a claim or correspondence with Seller in connection with this Agreement and Seller does not need to obtain the separate consent of each person and/or all persons belonging to Buyer (except in the case of such representative assigning or unilaterally terminating the Contract or mortgage, guarantee contractual rights for organizations/individuals).
5. This Agreement and all Appendices, its forms (if any) constitute the entire agreement between the Parties and supersede any prior agreements or memorandums, whether oral or written, between the Parties relating to the subject matter of this Agreement. All Appendices to this Agreement, the forms (if any) attached to the Agreement are complementary and non-separable parts of the Agreement and:

- In case of any conflict between the Contract and the Appendix, the Appendix shall prevail.
- The Appendices related to the management and use of the Housing shall still apply after the liquidation of the Contract.

6. The Parties confirm that: The contents of this Contract, including additional contents compared to the contract form specified in Decree No. 96/2024/ND-CP dated July 24, 2024 detailing a number of articles of the Law on Real Estate Business, have been agreed upon by the Parties on the basis of Form No. Ic. The contract for purchase and sale of detached houses is in Appendix I attached to Decree No. 96/2024/ND-CP.

ARTICLE 17. DISPUTE RESOLUTION

In case of disputes over the contents of this Contract, the two Parties shall discuss and settle them through negotiation. In case the two parties fail to negotiate, one of the parties has the right to request the competent court to settle the case in accordance with law.

ARTICLE 18. EFFECTIVE TIME OF THE CONTRACT

1. This Agreement takes effect from the date of sign.
2. This contract has 18 articles, with ..... page, made into 04 (four) copies and of equal value, the Buyer keeps 01 (one) copy, the Seller keeps 03 (three) copies for archiving, carrying out procedures for payment of taxes, charges, fees and procedures for applying for a Certificate to the Buyer.
3. Enclosed with this Contract is 01 (one) drawing of the house ground design specified in Article 1 of this contract that has been approved, 01 (one) copy of the handover standard, list of house construction materials and other papers (if any).

   The appendices attached to this Agreement and the amendments and supplements as agreed upon by the two Parties are inseparable from this Agreement and are effective for both Parties.
4. In case the Parties agree to change the contents of this Contract, it must be made in writing signed by both Parties.

PURCHASER	**SELLER**
Acknowledges that it has read, understood and confirm and agree to the contents of this Agreement	

APPENDIX 01:
DESCRIPTION OF THE HOUSE – DRAWING DIAGRAM OF THE HOUSE - LIST OF HANDED OVER MATERIALS

(Enclosed and inseparable from the House Purchase and Sale Contract Number: ..... day.....)

I. Details and specifications of the Housing:

1. Housing Address :At.....
2. Housing Type : ……..
3. Commercial subdivision : …… (Named according to the decision of the Investor from time to time)
4. Housing handover standards : (Details according to the list of materials and equipment completed for the house as prescribed in Appendix 1 - this Appendix)
5. Housing Location:

- Number of Lots according to planning: .....
- Housing Designation: …… (Subject to change according to the decision of the Investor from time to time or according to the decision of the competent State Agency when granting the Certificate).

6. Number of floors**: …….** floor
7. How to measure the area of the house:.....

a. Construction area occupying land: m2

Notes: It is the area of land occupied by the work on the land lot (The parts of the work, decorative architectural details such as the seno, umbrella, racing roof, welcome roof, steps up and down, door sills, corridors that have complied with the regulations on fire safety and construction safety are allowed not to be included in the land occupied area if they ensure that they do not obstruct the circulation of people, vehicles and do not combine other uses). In case the house has a common wall, it shall be calculated according to the heart of the common wall. The recording of the construction area in the Certificate shall comply with the regulations and guidance of the competent State Agency at the time of issuance of the Certificate.

b. Construction floor area (provisional): ..... m^2

Note: The construction floor area is the total construction floor area of all floors of the House including the basement area, the semi-basement floor, the mezzanine floor, the attic floor, the tummy roof floor and the staircase area (if these floors are shown in the approved basic design dossier and these floors are among the planned floors). In which:

- The area of the construction floor on the first floor/ground floor: measured from the outer edge of the masonry wall (excluding the foundation neck) or calculated from the center of the dividing wall of the houses, including the area of the courtyard (with a roof) and veranda (with a roof) within the construction scope of the first floor/ground floor.
- The area of the construction floor from the second floor or above (including the area of the ground floor and attic): Measured from the outer edge of the masonry wall or calculated from the center of the wall dividing the houses, including the area of balconies, loggia (if any) and the covered courtyard or veranda (only calculated when the roof is

contiguous or the roof is racing, the roof frills of the attic are located right above the courtyard and verandah).

- Floor area of stair holes, elevator holes, technical boxes: shall be included in the construction floor area.
- The recording of the construction floor area in the certificate of the house shall comply with the provisions of law and the guidance of the local competent agency from time to time.

II. DRAWINGS INCLUDED

(Attached to Appendix 01 of the contract)

- Drawings of the premises design of the house.
- Drawings of the location of the house.

III. LIST OF STANDARDS, MATERIALS AND EQUIPMENT HANDED OVER BELONGING TO HOUSES

(Attachment 1 Attachment 01 of the Contract)

BUYER **SELLER REPRESENTATIVE**

APPENDIX 02:
HOUSE SELLING PRICE AND PAYMENT SCHEDULE[1]
(Enclosed and inseparable from the House Purchase and Sale Contract number:..... day.....)

I. Selling price of houses:

The selling price of the house is: ..... VND (In words: .....), calculated according to the formula for taking the unit price of 01 m2 The floor area of the house construction is: ..... VND/m2 multiplied by (x) ..... M2 with the total floor area of the house.

The selling price of the house mentioned above includes:

(1) The selling price is: ..... VND
This includes: The value of land use rights; The value of the built house; The value of urban area infrastructure and other reasonable costs.

(2) The Value Added Tax (VAT) is: ..... VND
In case the VAT is adjusted according to the regulations of the competent state agency, the selling price of the house shall be adjusted accordingly.

(3) Maintenance Budget: ..... VND (Equivalent to ....Selling Price)
Maintenance fund means the amount of money that the Buyer is responsible for contributing to serve the maintenance and maintenance of common areas and common utility works as prescribed in this Contract.

II. Schedule of payment of house selling price:

Đợt TT	**Rate (%)**	**Payment amount (VND)**	**Payment Term**
1	.... House Selling Price and VAT		Immediately after signing the Purchase and Sale Contract. This amount includes the amount deposited/deposited by the Buyer in advance to the Seller (if any)
2	..... House Selling Price and VAT		Within .... months from the date of signing the purchase and sale contract, not later than the date of .....
3	.... House Selling Price and VAT		Within .... months from the date of signing the purchase and sale contract, not later than the date of .....
4	..... Selling Price of Housing and VAT and 100% Maintenance Cost		Within .... date from the date of notice of handover of the house (After 06 months from the date of signing the purchase and sale contract, not later than .....)
6	5% of the Contract Value		Within .... from the date on which the Seller notifies the Buyer that it has been granted the Certificate of land use rights

[1] *The payment schedule is adjustable according to the approved sales policy.*

			and ownership of land-attached assets or when the Buyer carries out the procedures for applying for the Certificate of House Ownership.
Plus	**100%**		

BUYER **SELLER REPRESENTATIVE**

APPENDIX 03:
URBAN AREA REGULATIONS
(Trade name: .....)
(*Enclosed and inseparable from the House Purchase and Sale Contract number:..... day.....*)

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. "**Urban Area**" means .....

1.2. **"House**" means a house attached to the right to use a certain plot of land located in the Urban Area and under the legal ownership of the owner of the house in the Urban Area.

1.3. **"Owner**" means any individual who legally owns the Housing; Other construction works (school/medical works; Trade and Service Works); Apartments/commercial and service areas in Apartment Buildings in Urban Areas as prescribed by law.

1.4. "**Housing Owner**" means any individual who legally owns a Housing in a Municipal Area

1.5. **"Investor**" is.... a company legally established and operating under the laws of Vietnam.

1.6. "**Management Company**" means any organization with professional management skills, selected by the Investor to perform the Management and Operation of the Urban Area through the signing of the Management Contract. In case the Investor directly manages and operates the Urban Area, "Operation Management Company" also means the Investor.

1.7. **"Resident"** means any individual who has the legal right to reside in the Urban Area, including the Owner and individuals who are living or using the Housing/Other Real Estate Products for a short or long period of time in any of the following forms: Family members of the Owner or maids; Tenants and/or sub-tenants of Housing/Other Real Estate Products; Guests of Owners/tenants/subtenants of Housing/Other Real Estate Products including friends, employees, contractors, or any person present at the Housing/Other Real Estate Products or Urban Area; Any person permitted by the Owner to live, stay or use the Housing/Other Real Estate Products in any way.

1.8. "**Management Contract**" means the Contract for the provision of Urban Area Operation Management services signed between the Investor and the Management Company.

1.9. "**Owner's Own Share**" is the exclusive ownership of the area of the House/ Other real estate products, including the right to use land attached to the construction of the House / Other real estate products recognized under the use right of the Owner in the Purchase and Sale Contract and the system of equipment for private use in the House / Real Estate Products as detailed in the Purchase and Sale Contract.

1.10. "**Private ownership of the Investor**" means works invested and built by the Investor inside the Urban Area, including but not limited to: the area that the Investor has not sold/has not sold, the areas used for commercial - service purposes, offices (if any), utility works/areas outside the common area and the common utility works of the Urban Area and are outside of the Owner's Private Ownership.

1.11. **"Common areas and common utility works**" of the Project/Urban Area means the common-use areas and common-use utility works of the Urban Area listed and specified in Appendix 04

of this Contract. These items may change according to the decision and notice of the Investor from time to time.

1.12. "**Management fee**" means a fee payable by the Owner under the Purchase and Sale Contract on a monthly basis for the management and operation services of the Urban Area provided by the Investor or the Management Company under the provisions of this Internal Regulation.

1.13. **"Urban Area Maintenance Fund**" means the amount of money that the Owners are responsible for contributing to the maintenance and maintenance of items in the Common Area and Common Utility Works of the Urban Area.

1.14. **"Rules"** means the Internal Regulations of this Urban Area, including the attached appendices and amendments and supplements promulgated by the Investor from time to time.

ARTICLE 2: PURPOSE AND SCOPE OF APPLICATION

2.1. The rules aim to:

- Enhance the benefits, security and safety of Residents.
- Improve the quality of life of residents.
- Maintain and ensure order and security, environmental sanitation, safety and quality for urban areas.
- Increase the value of houses and other construction works in urban areas.

Depending on actual needs, this Internal Regulation may be amended or adjusted appropriately by the Investor or the Management Company from time to time in accordance with the provisions of law.

2.2. Scope of application:

This Internal Regulation applies to Developers, Owners, Residents, Users and other organizations and individuals related to the management and use of Urban Areas.

ARTICLE 3: MANAGEMENT COMPANY

3.1. The Employer will directly or appoint a Management Company to carry out the management and operation of the Common Areas and Common Utility Works of the Urban Area. By signing the Agreement to comply with the Internal Regulations of the Urban Area, the Owner agrees that the Management Company is the highest unit responsible on behalf of the Investor and the Owners. Own, manage and operate the Urban Area.

3.2. The Management Company shall carry out the management, operation and exploitation of services in the Urban Area in accordance with the provisions of law, this Internal Regulation and the Management Contract with the Investor.

3.3. During the term of the Management Contract, the Management Company may sign sub-contracts with other enterprises to provide management and operation services for the Urban Area; supervise the provision of urban area operation management services for the above-mentioned enterprises to ensure compliance with the signed management contracts.

3.4. The Management Company has jobs including:

a) Collection: Request, collect and receive all fees payable by Residents in accordance with the provisions of the Contract of Sale and this Bylaws.

b) Technical management of issues related to common areas and common utility works of urban areas.

c) Maintenance and upgrade of items in Common Areas and Common Utility Works: Subject to the approval of the Employer, the Management Company shall carry out all necessary works to maintain and upgrade items in Common Areas and Common Utility Works in order to make Residents enjoy better facilities.

d) Resolution of Requests: Review and resolve all requests, complaints, reports, and correspondence related to the Metropolitan Area.

dd) Urban Area Decoration: Decorate the Urban Area on holidays and organize festivals or fun activities on holidays.

e) Drafting of internal rules and regulations: Drafting internal rules and regulations applicable separately for each appropriate area from time to time for the Urban Area in accordance with the provisions of law and must be approved by the Investor.

g) Inspect and approve in writing the construction technical design for the completion and repair work of the Owner, supervise the completion and repair steps of the Owner.

h) Ensure that the Owner and User comply with the Internal Rules.

i) Perform Other Tasks: Perform all other work deemed necessary for Zone Operations Management Urban centers in accordance with law.

ARTICLE 4.- COMPLETION, REPAIR AND DEPOSIT FOR CONSTRUCTION AND REPAIR OF HOUSES/OTHER CONSTRUCTION WORKS IN URBAN AREAS

4.1. Repair of houses/other construction works in the Urban Area:

a) The owner, when constructing and finishing, repairing, refurbishing or renovating other houses/construction works, must fully carry out the procedures for registration of construction and repair with the Management Company/Investor, and at the same time be responsible for guiding and managing workers to comply with the rules, regulations on urban areas during the construction and repair of houses/other construction works.

b) The construction, completion, repair, renovation or renovation of houses/other construction works shall only be carried out with the written approval of both the Investor and the Management Company.

c) The completion, repair, refurbishment or renovation of Houses/other construction works shall be regularly inspected by the Management Company or the Investor.

4.2. Deposit to ensure the completion, repair and renovation of houses/other construction works:

a) The deposit to ensure the completion, repair and renovation applied to houses in urban areas is 50,000,000 VND (*In words: Fifty million VND*). The construction deposit fee for other construction works in the urban area is specified in the purchase and sale contract.

b) This deposit will be returned to the Owner after completing the work of completion, repair and renovation of the House and confirmed by the Management Company and the Investor:

   i) The Resident did not cause any damage or has corrected and compensated for the damage caused to the other party and

   ii) Residents do not violate any of the Rules.

iii) Renovation and repair do not affect the exterior and planning architecture of the Urban Area.

ARTICLE 5.- CHARGE FOR MANAGEMENT AND OPERATION OF URBAN AREAS

5.1. Urban Area Management Fee:

a) The management fee in the first year shall be calculated at the rate specified in Appendix 1 - Appendix 03 of the Contract.

b) The management fee for the following years may be adjusted in accordance with the reality.

c) The Urban Area Management Fee applies to Houses/School Buildings/Medical Works/Apartments in Apartment Buildings/Commercial and Service Areas in Apartment Buildings in Urban Areas are specified according to separate and specific fees in the Purchase and Sale Contract of such products.

5.2. The Administration Fee is used to pay for services, including:

a) Management expenses for the Management Company;

b) Electricity and water costs in common areas and common utility works of urban areas;

c) Expenses for services to enhance security, order and security to protect the outer perimeter for urban areas;

d) Expenses for cleaning, collecting and transporting waste in common areas and common utility works of urban areas;

dd) Expenses for taking care of flower gardens, parks and ornamental plants in common areas and common utility works of urban areas;

e) Reasonable expenses incurred when the Management Company performs its obligations and any other costs necessary in the management of the Urban Area as prescribed in the Management Contract.

5.3 For the avoidance of doubt, the Management Fee contributed by the Owner shall not include: All outstanding taxes and taxes payable in the future, local taxes, land taxes and other amounts payable in relation to each other Housing/Construction shall be paid by the Owner as prescribed. The Owner will have to pay the costs to maintain the operation of the fixed fixtures inside, windows and doors, fences, and open gates,... along with pumping systems, electrical systems, machinery, equipment and accompanying parts or services inside or attached to other Housings/Constructions.

5.4 In addition to paying the Urban Area Management Fee, the Owner of the Apartment Apartment/Commercial and Service Area of the Apartment Building located inside the Urban Area is responsible for paying the Apartment Building Operation Management Fee according to the provisions of the Purchase and Sale Contract.

ARTICLE 6: URBAN AREA MAINTENANCE FEES

6.1. The Investor must open an account at a credit institution operating in Vietnam to receive the Urban Area Maintenance Fund. The Housing Owner shall be responsible for transferring the part of the Maintenance Fund to be contributed according to the provisions of the Purchase and Sale Contract for the maintenance of the common area and common utility works of the Urban Area. For other Owners in the urban area, they shall be responsible for contributing to the urban area maintenance fund according to the allocation rate of each work and the fee level specified in the purchase and sale contract.

6.2. The Urban Area Maintenance Fund shall be used for the maintenance and maintenance of the Common Areas and Common Utility Works of the Urban Area. The Maintenance Fund shall be used to perform the following tasks:

- Maintenance costs of maintenance items;
- Expenses for inspection of works, machinery and equipment in regular, periodic and irregular maintenance items;
- Monitoring expenses for maintenance items requiring monitoring;
- Expenses for quality inspection of maintenance items when necessary;
- Expenses for repair, replacement and renovation of maintenance items;
- Expenses for remediation of consequences of natural disasters, storms and floods or other force majeure events for maintenance items;
- Expenses for selecting contractors for maintenance items;
- Expenses paid to the audit unit in case of auditing the use of the Annual Maintenance Fund or in case the Representative Board requests an audit for the use of the Maintenance Fund (if any);
- Other expenses as prescribed by law.

6.3. In case the Urban Area Maintenance Fund is used up, the homeowner/owner shall be responsible for paying additional Maintenance Funds according to the plan approved by the Investor according to the allocation rate specified in Clause 6.4 of this Article.

6.4. Maintenance Funds for Common Areas and Common Utilities of the Urban Area shall include the Maintenance Funds contributed by the Owners and from the Maintenance Funds contributed by other Owners in the Urban Area according to the Allocation Rate determined as follows:

Allocation rate = Land use area of 01 construction work or 01 apartment building in the urban area/Total land use area of the entire house and land use area of other owners in the urban area

Note: The allocation rate is the percentage deducted from the Construction Maintenance Fee or Apartment Maintenance Fee in the Urban Area.

6.5. Expenditure principles of the maintenance fund:

a) The maintenance fund is used to carry out maintenance items in the common area and common utility works of the urban area approved annually by the investor or the residents' representative board (if any).

b) Particularly for maintenance items arising outside the plan in the year, it will be paid according to the approval of the Investor.

6.6. Management of the Maintenance Fund: The maintenance fund of the Urban Area will be managed by the Investor and deposited into 01 payment account or make a term deposit contract at a bank represented by the Investor on the payment account or deposit contract depending on the Investor's decision from time to time. The investor is allowed to choose a deposit term and a bank with good and safe interest rates.

6.7. In the event that the Residents of the Urban Area elect a legal Board of Representatives, the parties agree that the Board of Representatives will appoint 01 member to supervise the management of the Developer's maintenance fund.

6.8. The parties agree that: when making transactions from the payment account, the maintenance fund deposit contract must be agreed by the Investor.

6.9. Annually, the Investor will audit the revenue and expenditure of the Urban Area maintenance fund by an independent audit unit and report the results to the Representative Board (if any) or the Owners in case there is no Representative Board.

ARTICLE 7: RIGHTS AND RESPONSIBILITIES OF INVESTORS

7.1. The Investor has the right to perform by itself or appoint, select and sign a contract with a qualified Management Company to provide operation management services for the Urban Area.

7.2. Access to Construction:

- The Investor shall have the right to enter and exit the common areas of the Urban Area with all necessary equipment, machinery and materials for the purpose of construction, upgrading and completion of other areas of the Urban Area or the construction of other items in the Urban Area from time to time as the Investor deems necessary.
- The Investor's right of entry and exit as mentioned above is extended and applies to subcontractors, agents, workers or anyone else authorized by the Employer.
- During the construction, the Employer shall, from time to time, notify the Residents in writing that the Residents may or may not use part of the Employer during the construction.
- However, the Investor must ensure that the execution of the above-mentioned works does not interfere with the Investor's right to hold, use and occupy or unreasonably restrict the right to enter and exit the Resident's House.
- The Employer will be responsible for paying the cost to repair any damage or loss that occurs due to the construction, demolition or other causes during the performance of the work.

7.3. Right to install pipes and other services: The Investor shall have the right to build, maintain, install, change, remove, move and renew pipes, cables, sewers and other installations, machinery, rooms and other structures within or part of the Urban Area and the adjacent land area in order to provide public services to the Urban Area or to the adjacent land plots or land plots next to it. Accordingly, the Investor is entitled to grant, permit or be entitled to perform the above-mentioned works under such terms and conditions as the Investor deems necessary.

7.4. Directly or through the Management Company, the Management Fee shall be paid by the User in accordance with the terms of this Agreement and the Internal Rules.

7.5. To be entitled to stop supplying electricity, water, and other public utility services to houses, works and other areas in the Urban Area, by themselves or requesting the Management Company or the service provider to stop supplying electricity, water and other public utility services if the Owner or User violates this Internal Regulation.

7.6. The Investor shall be responsible for keeping maintenance records and other necessary papers, documents and work in accordance with law.

7.7. The investor has other rights and obligations as prescribed by law.

ARTICLE 8: RIGHTS AND RESPONSIBILITIES OF THE OWNER

8.1. At any time, the Owner may own, exploit and use other houses/construction works or other areas in the Urban Area corresponding to the contents of the Purchase and Sale Contract signed with the Investor and relevant laws.

8.2. The Owner must follow and implement all the Rules, terms and limitations set out in the Handbook issued by the Management Company. At the same time, the Owner must also comply with the regulations of the Metropolitan Area while such regulations are still in force and within the scope of such regulations.

ARTICLE 9: PRINCIPLES OF LIVING AND USE OF COMMON AREAS

9.1. Use of common areas and common utility works of urban areas:

- All Residents have equal rights and obligations in the use of Common Areas and Common Utility Works and may only use Common Areas and Common Utility Works in accordance with their functions.
- In order to ensure and maintain the quality of the Common Areas and Common Utility Works, Residents are not permitted under any circumstances and in any form:

a) Use or permit the use of Common Areas and Common Utility Works that may interfere with or hinder the lawful use of these works by other Residents.

b) Use or permit the use of the Common Areas and Common Utilities for any purpose that is unlawful or damages the reputation of the Municipality or causes trouble, trouble or danger to any other Resident

c) Encroaching, using or permitting the use of common areas and common utility works not in accordance with the purposes for which they have been built or permitted according to the Internal Regulations. In particular, it is strictly forbidden for Residents to encroach and use or allow the use of Common Areas and Common Utility Works for any purpose of storing or storing furniture, trading, trading, trading, trading, manufacturing, meeting, entertainment or for any other unauthorized purpose.

d) Adjustment or alteration of any part of the Common Area and Common Utility Works for which such change is provided that only responsible persons shall be made.

dd) Construction or assembly of any work of any kind above, inside, below or around the Common Areas and Common Utility Works.

e) Destroy, commit, or commit any other illegal or unauthorized act towards Common Areas and Common Utility Works.

g) Take any action that may increase the sum insured for the Common Area and Common Utilities.

h) Loading/overloading into the Urban Area, bringing large trucks and trucks into the Urban Area. The instructions of security personnel must be strictly followed.

9.2. Aesthetics, health safety and environmental sanitation:

In order to ensure and maintain the aesthetics, health safety, environmental sanitation, quality of life as well as improve the value of Urban Areas and Common Areas and Common Utility Works, Residents are not allowed to:

a) Untidy loading of furniture on sidewalks, walkways or in Common Areas and Public Utility

Works. If the Resident does not comply with this regulation, the furniture placed in the above places will be considered as unowned and will be handled and recovered by the Management Company. All costs of this processing will be borne entirely by the Resident and repaid to the Management Company when requested based on valid payment documents provided by the Management Company.

b) Affecting other Housing when watering trees, or cleaning or throwing garbage to other Housing premises or to Common Areas and Public Utility Works.

c) Demolition of existing fences (if any) to replace other fences that lose the overall beauty of the Urban Area, arbitrarily build other works in the residential area.

d) Sticking or affixing signs, billboards or exhibits around the walls of the House or visible from outside the House or on fences, gates or sidewalks without prior written approval from the Employer or the Management Company.

dd) Replace the glass or paint the main doors and windows visible from the outside with colors that, in the opinion of the Investor and the Management Company, are contrasting or inconsistent with the general color of the Urban Area or alter any exterior part of the House, affecting the general aesthetics of the Urban Area.

e) Damage or loss of the aesthetics of the Urban Area, Housing and Public Areas. In particular, Residents are strictly prohibited from marking, drawing, painting, pasting, smearing, sticking posters, advertising, placing signs, or doing anything that is not permitted on the Housing or in Public Areas.

g) Leave garbage, unsanitary items, sewage or discarded items, or any similar objects in front of or around Housing, sidewalks, walkways, or in public areas. Residents must store garbage, waste or any other similar objects in garbage bags and dispose of garbage at designated places. If garbage is dropped in public areas, it must be swept and cleaned up immediately. It is strictly forbidden to throw garbage indiscriminately or throw garbage through other houses.

h) Discharge of garbage or any other solid waste into pipes and/or drains, such discharge may cause blockage of the Municipal and/or Housing lines or drains.

i) Allow pets to defecate, urinate on sidewalks, walkways, or other locations in Public Areas or cause unpleasant odors to other Residents.

j) Damage, debark, chop, break branches, or otherwise damage any tree/flower or other landscaping in a Public Area.

k) Carrying, planting or maintaining trees and seeds or altering landscaping in Public Areas and in the Metropolitan Area unless approved by the Developer/Management Company.

9.3. General security and quiet order:

In order to ensure and maintain general security and tranquility for Urban Areas and Common Areas and Public Utility Works, Residents are not allowed to:

a) Organizing or permitting the organization or brokerage of gambling, prostitution or any other act prohibited by Vietnamese law in urban areas (including in residential areas) or in public areas.

b) Organizing or permitting the holding of meetings in the house causing disorder, noise and commotion to the surrounding environment.

c) Causing noise and disorder, playing, quarrelling, fighting at Houses and Common Areas and Common Utility Works.

d) Committing or having any other acts that affect or disturb or disturb the general security and quiet order for the Urban Area and Common Areas and Common Utility Works, affecting the daily activities, tranquility and peace of other Residents.

dd) Organizing religious activities that do not comply with the provisions of Vietnamese law and/or are not recognized by law.

The organization of vegetarian ghosts is allowed to be carried out in its own part on the basis of ensuring solemnity, health and civilization in accordance with fine customs and legal regulations.

9.4. When there is a visitor and there is a need to stay in the Overnight Accommodation, the Owner is responsible for notifying the Management Company of the personal information of such individual and shall be responsible for all violations of such Resident in accordance with the provisions of this Internal Regulation.

ARTICLE 10: PRINCIPLES FOR USING HOUSES

10.1. Housing Use

In principle, Residents have the right to freely use the space of the House for living, living and entertainment according to reasonable needs. However, Residents are not allowed to:

a) Using or permitting the use of houses as places of trade, business, trade or production in contravention of Vietnamese law.

b) Possessing or permitting the storage of petrol, oil, weapons or other illegal, dangerous, toxic or flammable goods or materials or toxic cultural products inside or outside the premises of the dwelling.

c) Allowing foul and unpleasant odors to emanate or spread from the Housing that may affect the general environmental hygiene in the Housing Area or may affect or cause trouble to other Residents.

10.2. Further repairs or installations:

a) Residents are not allowed to open doors, drill walls to the outside, expand, shield, dismantle, build additional walls or other construction works in the premises of houses or common areas and common utility works.

b) Do not do or take any other act that may change, deform or damage the structure, structure inside or outside the Housing or Common Areas and Common Facilities.

c) If there is a need for minor repairs or changes, the house owners are entitled to build, change or repair the houses according to the following provisions:

- All construction, repair and change of the house must be approved in advance by the Management Company. The house owner must submit a written request for approval for repair enclosed with detailed drawings or detailed descriptions of construction, repair and changes to the house to the management company. At the request of the Management Company or the Management Board, the house owner must fully explain detailed information before being approved by the Management Board.
- Before proceeding with construction, the Housing Owner must make a deposit at the request of

the Management Company/Investor.

- The owner of the house is absolutely not allowed to build items outside the premises of the house, which loses the general beauty of the house, changes the color of the outside of the house. All construction materials and equipment must be gathered inside the premises of the house, must not be unsanitary outside the house, fences and sidewalks.
- Any such repairs and construction are only allowed to be carried out during office hours and must not be carried out on Saturdays, Sundays and public holidays, except for emergencies or with the written approval of the Management Company/Investor.

d) The Management Company/Investor has the right to request and/or force termination when construction and repair activities adversely affect the structure of the House, the House next to it and/or the Housing Area.

dd) The Management Company/Investor has the right to access and/or enter and exit the Houses to monitor, inspect and supervise the construction and repair of the Houses or in case of necessity to carry out repair and restoration works of the original status quo of the Houses and the Houses Owners are not allowed to make any unreasonable excuses to refuse such repair or restoration by the Management Company/Investor.

10.3 Parking area:

a) Residents in the urban area must park their vehicles within the premises of their houses, do not park their vehicles on the paths, sidewalks as well as common areas and common utility works or comply with the regulations notified by the Investor/Management Company from time to time.

b) When entering the Project area, Urban Area, residents must reduce their speed and drive in accordance with the instructions.

c) Do not wash your car where water spills out of sidewalks, walkways or spills into public areas or splashes/flows through surrounding Residences.

ARTICLE 11.- DISPUTE SETTLEMENT AND HANDLING OF VIOLATIONS

11.1. Dispute Resolution

a) Disputes related to the ownership of houses/other works/other areas in the urban area will be settled by the Court or competent State agencies

b) Disputes related to the right to use in the Urban Area shall be settled on the basis of mediation (Residents themselves mediate or the Management Company shall organize the mediation). If the conciliation cannot be conciliated, it shall be transferred to a competent court for settlement.

11.2. Handling of violations

If the Resident violates one of the provisions of this Internal Regulation, the Management Company after reminding and requesting the Resident to stop the violations, the Investor/Management Company has the right to take one or more of the following measures to prevent the violation and request the Resident to remedy the consequences. compensation for damage incurred to other parties:

a) Stop providing utilities and services to Residents who violate the Internal Rules, including cleaning services, security and other public services.

b) Request service providers such as electricity, water, etc. stop providing services to Residents who violate the Internal Rules.

c) Refusal of warranty obligations as stipulated in the Housing Purchase and Sale Contract for Houses of Residents who violate the Internal Rules.

d) Fine Residents for violating internal regulations according to the fine level prescribed by the Management Company or the Investor from time to time.

dd) In case the Resident violates the Internal Rules and does not remedy the consequences, does not compensate for the damage caused to another party, the Management Company will proactively remedy and compensate with funds deducted from the deposit of the violating Resident, if the cost of remedy and compensation exceeds the value of the deposit, The Violating Resident must be responsible for paying additional for that excess cost.

e) Report violations of the Residents' Rules to the competent authorities for settlement according to law and,

g) Take other measures in accordance with the provisions of law

ARTICLE 12: OTHER PROVISIONS

12.1. Every Resident is responsible for:

a) Strictly comply with and implement the guidelines and requirements issued by the Management Company to ensure safety in the process of management and operation of the Urban Area in accordance with the provisions of this Internal Regulation.

b) Comply with and strictly perform all its obligations under this Internal Regulation and in case of violation, must compensate in accordance with the provisions of Vietnamese law for losses and damages caused to the Investor, the Management Company or other Residents.

c) Attend all meetings organized by the Investor/Management Company to promptly grasp new information or issues related to the management and operation of Urban Areas and these Internal Regulations.

d) Apply fire prevention and fighting measures in accordance with the general provisions of Vietnamese law and separate regulations of the Management Company.

dd) Strictly comply with the provisions of Vietnamese law on temporary residence registration, temporary absence, security order.

e) Must immediately notify the Management Company of the violations of any Residents or any other events that may adversely affect or cause damage or damage to the Urban Area, Residents and utility works that they know or witness.

12.2. Residents' Meetings:

a) Annual Meeting:

Annually, the Investor or the Management Company may organize an annual meeting of Residents to collect Residents' opinions on the management and operation of the Urban Area as well as decide on a number of other issues. The Annual Meeting will be notified to Residents at least 30 days in advance. The meeting will be conducted according to the number of Residents in attendance. And the relevant decisions will be adopted when more than 50% of the number of Residents in attendance approves. Residents who do not attend the meeting are still obligated to comply with the decisions adopted by the meeting, including financial matters.

b) Extraordinary Meeting:

- The Investor and the Management Company shall hold an extraordinary meeting to collect opinions and decide on the arising contents in the Urban Area, including but not limited to the following contents:
  + Remedy serious damage in the Public Sector as a result of a natural disaster.
  + Neighborhood/neighborhood group meeting: Residents will have the right to attend neighborhood and neighborhood group meetings, participate in contributing opinions on related issues.

12.3. Amendments and updates of the Internal Rules:

The investor is entitled to amend and supplement this Internal Regulation to ensure that the housing area is operated efficiently and the living environment of the Resident constantly improving./.

BUYER	SELLER REPRESENTATIVE
Acknowledge read, understood and confirmed agree to the contents of this Addendum	

Appendix 1
FEE SCHEDULES APPLICABLE TO
TOWNHOUSES/VILLAS AT THE PROJECT
(Attached to the *Internal Regulations of the Urban Area*
(Enclosed and inseparable from the House Purchase and Sale Contract number:..... .....)

A. OPERATION MANAGEMENT FEE:

The Parties agree on the contents of the Management and Operation Fee (hereinafter referred to as the "Management Fee") of the ....., located at..... as follows:

1. Unit price of management fee (a):

a. The unit price of the management fee (a) agreed upon by the parties in the first 12 (twelve) months from the date of handover of the house is specified in Table 1 as follows:

Table 1. Unit price of management fee			
STT	Housing Type	Unit Price Management Fee (a)	Units of Calculation
01	….	…. VND	(VND/1 m2 of land used/month)

b. The above fee does not include 10% VAT and remains unchanged for 12 (twelve) months. After the end of the first 12 (twelve) month cycle, the Management Fee may be adjusted to suit the actual cost of Management and Operation of the Metropolitan/Project at the time of application.

c. Calculation formula for management fee:

Monthly Management Fee = Unit Price of Management Fee (x) Total Land Area of Housing

(In which, the Total Land Area is the area stated in the Purchase and Sale Contract)

2. Management Fee Payment Cycle (t) and Cyclical Management Fee Value (c):

- The Parties agree to apply the Management Fee payment cycle of (t) = 12 months and
- The Periodic Management Fee value is (c) = (a) x (t).
- The time of starting the calculation of the Management Fee is: from the date the owner receives the handover of the house (regardless of whether the owner of the house uses the house or not).

3. Deadline for payment of Management Fee and late payment penalty:

- The Buyer is responsible for paying the entire Periodic Management Fee to the Seller or the Management Company (if any) within the first 10 (ten) working days of each Cycle based on the notice of the Seller or the Management Company (if any) after the Buyer receives the handover of the House
- In case the Buyer delays the payment of the Management Fee, it shall be subject to a late payment interest rate of 0.05%/day (not equal to five percent per day) calculated on the amount of late payment by the Buyer until the date the Seller or the Management Company receives full payment from the Buyer. At the same time, the Investor/Management Company has the right to stop or request the service provider to stop the provision of public services, electricity, water and other public utility services until the Owner or the user fully makes such payment after at least 03 (three) working days in advance.

4. Purpose of use of the Management Fee:

The Management Fee is used to perform Management – Operation jobs and services in the Urban Area/Project that the Seller or the Management Company designated by the Seller (if any) provides to the Buyer, including:

- Providing cleaning and sanitation services in common areas and common utility works of urban areas;
- Treatment of garbage, waste and wastewater in common areas and common utility works of urban areas;
- Supply of electricity and water for common areas and common utility works of urban areas;
- Operation, inspection and maintenance of small items in the common area and common utility works of the urban area;
- Providing personnel to perform administrative and security work in the common area and common utility works of the urban area;
- Taking care of trees in common areas and common utility works of the Urban Area;
- Provide other reasonable and necessary services for common areas and common utility works of urban areas.

To avoid misunderstanding, the environmental sanitation service in the common ownership area only serves the cleaning and collection of waste from the current source of waste caused by pedestrians/visitors/vehicles/rainwater overflow/fallen leaves and free-range pets from other places.

For daily household waste, construction waste, hazardous waste... discharged by the house owner, the house owner is required to sign a collection service contract with a functional unit according to the State's regulations (*for example, ...*) without being discharged into the common ownership/common use area of the Housing Area.

B. DEPOSIT FEE FOR CONSTRUCTION AND REPAIR OF HOUSES:

- The house owner/house user (authorized by the house owner) when constructing, repairing and renovating the house must make a deposit for the repair and renovation as follows: ..... VND (..... VND).
- Construction fee: The house owner shall pay according to the Internal Regulations on repair and construction of the Urban Area issued by the Investor/Management Company from time to time.

C. PARKING FEES AT THE OUTDOOR PARKING LOT:

1. The house owner agrees to the cost of parking a car - for 4-wheel engine up to 09 seats (if parking at the parking lot of the Urban Area) on a monthly basis as follows: ..... VND/vehicle/month – Excluding VAT (In words: .....VND per vehicle for one month);

   Note: The parking space at the outdoor parking lot of the Urban Area/Project is under the business management of the Seller/Investor. The arrangement of car parking spaces will be based on the order of registration from top to bottom until all parking spaces are exhausted. In addition, the Seller reserves the right to refuse to accept the second car if the parking lots are no longer available.

2. The above-mentioned parking fee is adjusted to increase by 10% annually and does not exceed the parking price bracket due to ..... announced at the time of adjustment.

3. Some other agreements in case the Buyer parks the car in the basement of the building:

- The Buyer will pay the parking fee of this month on the 10th to the 20th of the previous month, according to the above fee.
- In any case, the Seller/Investor is exempt from liability for losses such as damage to the vehicle due to natural disasters/water overflow/fire/flooding, flooding anywhere in the Parking Lot if it is not due to the fault of the Investor but due to storms, thunderstorms, floods, etc. war, riot and other force majeure cases as prescribed by law.
- The Seller/Investor/Management Company is not responsible for any damage/loss of personal belongings, personal belongings left on/in the vehicle such as (car keys, jewelry, money, etc.) when deposited at the Parking Lot.

D. OTHER AGREEMENTS:

- The signing of this Addendum is completely voluntary, not coerced or deceived. The Buyer is responsible for assigning the original copy of this Addendum to the Transferee of the Housing Purchase and Sale Agreement (if any) and the Transferee is responsible for inheriting all rights and obligations specified in this Addendum/Agreement.
- This addendum remains valid even in the event that this Agreement is liquidated./.

BUYER	**SELLER REPRESENTATIVE**
Acknowledge that you have read, understood and	

agree to the contents of this Addendum

APPENDIX 04
COMMON AREAS AND COMMON UTILITY WORKS
(Enclosed and inseparable from the House Purchase and Sale Contract number:..... .....)

A. The Parties agree that the Common Area and Common Utility Works for the Project will include the following items:

STT	CATEGORIES	NOTES
1	**1.1.Public areas include**: ..... **1.2.Sports areas include**: ..... **Note**: *(i) The names of the above items and works may be adjusted according to the notice of the Investor/Seller/Urban Area Operation Management Company from time to time; (ii) The collection of fees (if any) in some items will be notified by the Investor/Urban Area Operation Management Company from time to time; (iii) The above-mentioned items will*	- The use of common areas and common utility works will be carried out in accordance with the regulations of the Investor/Urban Area Operation Management Company from time to time. - In case according to the provisions of law/approved project legal dossiers, one or several items listed in this section are subject to handover to competent State agencies, the

	be built and arranged by the Investor at each appropriate time according to the progress of the Project.	handover, management, operation and use shall be carried out on the basis of documents/decisions of competent State agencies.
2	The power supply system includes:...	
3	Domestic water supply system	
4	Rainwater drainage system	
5	Wastewater Drainage System	
6	Camera system for surveillance and protection	
7	Fire Protection System	
8	Urban lighting system	
9	The system of electric vehicle charging stations (if any) according to the layout of the Investor at each time	- There is a fee as prescribed by the Investor or Service Provider

Note: (i) For clarification, in case one or several of the above-mentioned items/systems are subject to handover to the competent State agency in accordance with the law and/or according to the approved project legal documents, the Buyer/Owner agrees and authorizes the Investor to carry out the handover procedures on behalf of the Investor at the request of competent State agencies, and at the same time receive reimbursement of investment expenses (if any). Accordingly, the Buyer/Owner authorizes the Investor/Management Company to use this reimbursement (if any) on behalf of the Managing Owners for the maintenance of the Common Areas and Common Utility Works; (ii) The Parties agree that the Common Area and Common Utility Works of the Project may be adjusted and supplemented by the Employer from time to time; (iii) The Investor has the full right to manage and organize the collection of fees for a number of service activities (if any) on the common area and common utility works to compensate for the cost of management and operation of the urban area (for example, fees for hanging billboards, Organizing events,...)

B. Fee-added works and utilities:

STT	Content	Notes
1	Outdoor parking lots (may have a roof) in the Urban Area	Fees are collected according to the regulations of the Investor or the Operation Management Company
2	Swan lake house (Multi-purpose house**)**	Fees are collected according to the regulations of the Investor or the Operation Management Company

C. Works and areas under the sole ownership of the Investor:

- The works and areas under the Investor's own ownership will be invested and constructed by the Investor at its own expense and will not be allocated to the Selling Price of the House, and will be notified by the Investor from time to time.

D. The Parties agree:

1. The owners of the areas mentioned in Part A of this Appendix are obliged to pay taxes, charges or other financial obligations (if any) to the State in accordance with law.
2. This Addendum remains in force after the liquidation of the Contract.

BUYER	SELLER REPRESENTATIVE
Acknowledges that it has read, understood and acknowledges that it agrees to the contents of this Addendum	

APPENDIX 05:

REGULATIONS ON HOUSE REPAIR AND COMPLETION

(*Enclosed and inseparable from the House Purchase and Sale Contract Number: ..... Date .....)*

1. The Buyer completes the items inside his House by himself according to "***Design dossier Construction drawings***" has been approved by the Seller. The finishing work is carried out after simultaneously satisfying the following conditions:

a) The Buyer has received the handover of the House from the Seller.

b) The Seller gives written approval to the completion of the Buyer's House.

c) After the Buyer makes a deposit as prescribed to ensure the completion of the construction.

2. Completion construction deposit:

In order to obtain approval for the completion of construction, the Buyer must deposit a cash security deposit for the Seller or the Management Company with the following contents:

a) The margin value is: .... VND (..... VND).

b) This deposit is used to ensure the repair and restoration of damages occurring during the completion of the house for the pavement, roads, trees, floating works, underground works on the pavement in front of the Buyer's house and to clean up construction waste if the Buyer fails to collect construction waste in accordance with regulations.

c) In case the Buyer repairs and restores the damage and cleans up the construction waste in accordance with regulations, this deposit will be refunded to the Buyer.

3. Change the function room location compared to "***Design dossier Construction drawings***":

In case the Buyer changes the location of the functional rooms in the House but does not change the structure of the "***Construction Drawing Design Dossier***", the finishing work of the House shall be carried out according to the "Construction Technical Design Drawing" made by the Buyer for any change and the finishing construction is approved in writing by the Seller or Management Company.

4. Changing the structure of the house:

In case the Buyer changes the structure of the House during the completion process such as: dismantling the current staircase; sealing the current status of the ladder; blocking skylights in the current house; cutting columns/beams/floors in the current state; Supplementing columns/beams/floors to relocate stairs, elevators and skylights indoors must ensure the following conditions:

a) The Buyer shall make "Construction Technical Design Drawings" for structural changes and must be approved by the competent State Agency at the time of application for approval.

b) The Buyer commits in writing to be responsible for and pay for all damages caused to its House and neighboring works during the construction and completion of the House (with structural changes).

c) The buyer is responsible for himself, committing not to complain about lawsuits related to arbitrarily changing the structure of the house, which may lead to the failure to grant Certificates of land use rights and ownership of land-attached assets of Housing.

5. Exterior changes:

a) The exterior of the house, including the exterior open surfaces, doors, windows, backyard and backyard walls, pavements, terraces, balconies, railings, and roof floors have been completed by the Seller in accordance with the approved design. The Buyer is not entitled to change the shape, size, and color.

b) In case the Buyer wishes to change the exterior finishing material, the Buyer must notify the Seller in writing for approval but must ensure that the shape, size and color are not changed.

6. Installation of signboards, billboards, panels, posters:

The Buyer is allowed to install signboards, billboards, panels, posters on the wall adjacent to the road, at the location right on the doors to the 1st floor (ground floor); signboards, billboards, panels and posters must ensure:

a) Dimension: width equal to the width of the outgoing door,
Height 60 cm

b) The contents and colors of signboards, billboards, panels and posters must strictly comply with the regulations of the State management agency and the internal regulations of the Housing Area

c) In case it is necessary to install signboards, billboards, panels or posters other than items (a) and (b) of Clause 6 of this Appendix, the Buyer must notify the Seller for approval.

d) In case the Buyer arbitrarily installs signboards, billboards, panels or posters not in accordance with the provisions of Items (a) and (b), Clause 6 of this Appendix, the Seller is entitled to dismantle the violating signboards, billboards, panels and posters.

7. Inspection of Housing Finishing Work:

In any case, the completion of the Buyer's Housing must be inspected by the Seller or the Management Company to ensure:

a) The items in the finishing work are constructed in accordance with the technical design,

b) Record in record errors/damages occurring during the completion of construction as well as forecast possible incidents after completing the work

c) Accurately determine the responsibilities of the parties in writing for defects that occur during or after the completion of the completion of the construction

8. Refusal to provide utilities:

In case the Buyer fails to meet or violates the conditions specified in Sections 1, 2, 3, 4, 5, 6 and 7 of this Appendix but still carries out the construction and completion of the House, the Seller has the right to refuse to provide utilities for the completion work. Specifically, as follows:

a) Refusing to provide entrance for vehicles transporting construction materials, supplies and equipment of the Buyer,

b) Refusing to grant permission to enter and exit the housing area for contractors, workers and construction participants of the Buyer,

c) Refuse to grant permission to use sidewalks and roadbeds for the Buyer to gather/unload construction materials and materials and equipment.

9. Disclaimer of Warranty:

a) During the Housing Warranty period specified in this Contract, the Seller disclaims warranty liability for defects caused during the completion of the Buyer's Housing for the cases specified in Sections 3 and 4 of this Appendix.

b) In case the Buyer violates the conditions specified in Sections 5 and 7 of the Appendix, the Seller disclaims warranty liability for defects within the warranty period that occur due to the completion of the Buyer's House.

10. This Addendum shall remain in force after the liquidation of the Contract.

BUYER	**SELLER REPRESENTATIVE**
Acknowledges that it has read, understood and acknowledges that it agrees to the contents of this Addendum	

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

AGREEMENT

Etc: Comply with the Internal Regulations of the Urban Area at Project.....

Housing Number:.....

Day:...../...../.....

Between the following Parties:

Investor: .....

- Business registration certificate: .....
- Representative: .. **.....** Position: **.....**
- Address: .....
- Contact phone: .....
- Tax code: .....

and Landlord: Mr. / Mrs. .....

ID number/ID card/passport: .....

Permanent residence: .....

Contact address: .....

Telephone:.....

Hereinafter referred to as **"Residents"**

After the Residents have read and understood the Urban Area Regulations of the ..... Project (**Urban Area**), the Parties agree as follows:

1. Residents understand and agree to comply with the obligations of Residents as stipulated in the Internal Regulations of the Urban Area (specified in Appendix 03 of the Purchase and Sale Contract – referred to as **"Rules"**) and subsequent amendments and supplements promulgated by the Employer or the Management Company appointed by the Investor.
2. Residents who violate the provisions of the Internal Regulations will be handled according to the handling measures stated in the Internal Regulations and other provisions of law.
3. When transferring the House Purchase and Sale Contract to another party (hereinafter referred to as **"Transferee"**), the Resident is obliged to notify the Transferee of the provisions of the Bylaws. The Transferee must commit to fully comply with the provisions of the Internal Rules and inherit the rights and obligations of the Resident under the contracts/agreements that the Resident has entered into by signing this agreement and the Internal Rules. In case the Transferee fails to commit to the above contents, the Resident is jointly responsible with the Transferee for:

a) Obligations of the Resident/Transferee as prescribed in the Bylaws; and

b) Issues arising from the performance/non-performance of any obligations of the Resident/Transferee under the Bylaws.

In case the Resident violates the contents mentioned in this Point, the Parties agree that the Investor has the right to apply the measures specified in the Internal Regulations similar to the case of violation of the Internal Regulations of the Resident.

4. The heirs of the House and the transferee of the House are also responsible for fully complying with the provisions stated in the Internal Regulations and this Agreement. .

5. The Rules in Appendix 03 of the Agreement are an integral part of this Agreement. The Agreement takes effect from the date of signing and is made into 04 (four) copies, the Owner keeps 01 (one) copy, the Investor keeps 02 (two) copies, and the Management Company keeps 01 (one) copy as a basis for implementation.

BUYER **REPRESENTATIVE OF THE INVESTOR**