

CONTRACT FOR SALES OF APARTMENT

**GOLDCOAST LUXURY APARTMENT PROJECT
(GOLDCOAST)**

BETWEEN

**DEVELOPER
THANH YEN JOINT STOCK CORPORATION**

AND

**CUSTOMERS WHO BUY THE APARTMENTS OF
GOLDCOAST**

Mr:

Mrs:

CODE OF APARTMENTS:

OF BUILDING

MONTH /2016

**CONTRACT FOR SALES OF APARTMENT
GOLDCOAST PROJECT – NORTHERN BUILDING****No.: /09-2016/HDMBGC – TY***Pursuant to:*

- Civil law, on Nov 24th, 2015;
- Housing law, Nov 25th, 2014;
- Business Law of real estate, Nov 25th, 2014;
- Protection law of consumer, Nov 17th, 2010;
- Decree No.: 99/2015/ND-CP of the Government on Oct 20th, 2015, provide details and instruct to implement some articles of Housing Law on 2014;
- Decree No.: 76/2015/ND-CP of the Government on Sep 10th, 2015, provide details and instruct to implement some articles of Business Law of real estate of 2014;
- Decree No.: 99/2011/ND-CP on Oct 27th, 2011 of the Government provide details and instruct to implement some articles of Protection law of consumer;
- Investment certificates with project code: 1411504515 issued by Department of Investment and Planning of Khanh Hoa Province on Jun 28th, 2016 (first certificate).
- Decision No.: 411/QD-UBND of People's Committee of Khanh Hoa province on Feb 16, 2016 for acquisition of land managed by Political School of Khanh Hoa Province and allocating of land with land use fee collection for Thanh Yen Joint Stock Corporation to lease at 01 Tran Hung Dao street, Nha Trang City to implement the payback project since Thanh Yen had done the project of the Provincial Political School according to the form of BT contract.
- Pursuant to Investment certificates No.: 1411504525, on Jun 28th, 2016 of Department of Investment and Planning of Khanh Hoa Province;
- Pursuant to construction license No.: 95/GPXD-SXD, on Aug 17th, 2016 of the Department of Construction for issuing of construction license for Gold Coast Trade Center Project, 01 Tran Hung Dao, Loc Tho Ward, Nha Trang City, Khanh Hoa Province.

Today, date month year 2016, at the office of Thanh Yen Joint Stock Corporation, We the undersigned, who finds ourself have full of civil competent actions and are responsible for our acts face to the law, including:

SELLER: THANH YEN JOINT STOCK CORPORATION

Business Registration Certificate No.: 1100672286 issued by Department of Investment and Planning of Long An Province on May 30th, 2005; 10th changing dated Dec 12th, 2012.

- Add : Hamlet 5, Nhut Chanh Commune, Ben Luc District, Long An Province
- Tel : (072) 3633 597 Fax: (072) 3633 596
- Account No. : 000000.2580.00001 At Head Office - Nam A Commercial Joint Stock Bank
- Tax code : 1100672286
- Representative : Mr. **Vo Van De** Position: **General Director**

(Hereinafter referred to as Party A)

BUYER:

- ID Card No / passport: Date of issue:
- Nationality:
- Resident address:
- Contact add:
- Tel:

And Spouse:

- ID Card No / passport: Date of issue:
- Nationality:
- Resident address:
- Contact add:
- Tel:

(Hereinafter referred to as Party B)

*The Parties voluntarily agreed and signed **CONTRACT FOR SALES OF APARTMENT** (hereinafter referred to as the "Contract") including the following terms:*

Article 1: EXPLANATION OF TERMS:

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

- 1.1. "Housing Warranty" or "Apartment Warranty"** are the overcome, repairing or replacing the items specifically listed in Article 9 of this Agreement if they are damaged, defected but not caused by the person who uses apartment during the period which is prescribed of Housing Law and agreement in this contract;
- 1.2. "Building Maintenance"** is regular renovation and maintenance, periodic repairs, sudden repairs for house / building and equipments associated with the building in order to maintain the quality of building.

- 1.3. “Rules for Management and use of Tenement House”** is a list of rules regarding to management and use of the Tenement house which is attached to this Contract and all amendments and supplements approved by the Conference of Tenement house in the process of managing and using;
- 1.4. “Apartment Delivery Report”** is a document which is edited under the basic form or under the attached form in annex 3 of the contract which has content recorded the event of this apartment delivery;
- 1.5. “Assignee Party”** is the third party which received transferring of this contract from the Buyer as regulated at the Article 10 of this Contract;
- 1.6. “Apartment”** is a type of residential house, built in a closed structure for each household in the Gold Coast Building, under the design which has been approved by a competent authority and invested and built by Thanh Yen Joint Stock Corporation with features described in Article 2 of this contract;
- 1.7. “Developer” or “Seller”** is Thanh Yen Joint Stock Corporation (with detailed information in Section of the Seller) have the rights and obligations recognized in investment certificates of *“Gold Coast Complex of Commerce – Service – Health – Office – Hotel – Tenement's Residential House”* and in this contract;
- 1.8. “Project”** is *“Gold Coast Complex of Commerce – Service – Health – Office – Hotel – Tenement's Residential House”* at the address No.: 01 Tran Hung Dao, Loc Tho Ward, Nha Trang City, Khanh Hoa Province, invested by The Seller under the investment certificate, project code: 1411504515, issued by Department of Investment and Planning of Khanh Hoa Province on Jun 28, 2016 (first certificate) and amendments and supplements (if any);
- 1.9. “Using area of Apartment”** is area of apartment belonged to private ownership and will be recorded into the certificate which is issued to the Buyer. The area is calculated according to the size of navigation including area of the walls dividing the rooms inside of the apartment, area of the balcony (if any), not including the cover wall of building, the walls dividing apartments, floor area with columns, technical box inside of the apartment. The area of balcony calculated is the area of the floor; in the case, balcony has common walls, the area is calculated from the inner edge. The using area of each apartment had shown evident in the approved layout design drawings of apartment;
- 1.10. “Gross floor area of Apartment”** is the area calculated from of the heart of the cover walls, dividing walls of the Apartment, including floor area with columns, technical box inside of the apartment;

- 1.11. “Management and operation services of apartments”** is apartment management and operation service supplied by Enterprise of Tenement management and operation to ensure that the building is operated normally;
- 1.12. “Enterprise of Tenement management and operation”** is the company implement for apartment management and operation after finishing building construction and putting into use;
- 1.13. “Certificate”** is “*Certificates of land use rights, house use rights and land related assets*” granted to the Buyer by the authorities under the regulations of the current law of land;
- 1.14. “Price of Apartment including VAT”** is the total amount the Buyer shall pay to the Seller for owning apartment, including: (i) Price of apartment; ii) Value of land use rights allocated for apartment (iii) VAT of the amount;
- 1.15. “Selling price of apartment”** is the total amount the Buyer shall pay to the Seller for owning apartment, including: (i) Price of apartment; ii) Value of land use rights allocated for apartment (iii) VAT of the amount; (iv) Maintenance fee for common property section, are specified in Article 3 of this Contract;
- 1.16. “Maintenance cost”** is the amount determined by $2\% \times$ (multiplication) [Price of apartment before VAT], which the Buyer is supposed to pay for using area of apartment, in which 1% to serve for the maintenance of common property section of **Gold Coast Apartment Area** (The use of this money is determined by Boad of Management), and 1% for common property section of the **Gold Coast Apartment Building”** (This money is determined by the Developer and Boad of Management). The **Gold Coast Apartment Area** or “**Apartments area**” is a part of **Gold Coast Building** (a part of the floor 9th, 10th, 11th, 12th, 13th and the whole floor from 14th to 40th) including apartments and common property section of **Apartments area** under the common use of apartment owners. Specific area of the apartments and common property section of **Apartments area** is shown in detail in Annex 01/PLHĐMBCH-TY attached to this contract. Common property section of the building is regulated in Article 11.3 of this contract. 2% of Mainternance fee of private property section of the Owner is also deviced to:
- 1% for common property section of the building (250,000 vnd/m2), the use of this money is determined by the Developer and Boad of Management). And
 - 1% for private property section of the Developer, the use of this money is totally determined by the Developer for the mainternance of The Gold Coast Commercial Complex without relating to Board of Management and residents of apartments.
- 1.17. “Goldcoast Comerical Complex”** or “**Commercial Area**” is a part of **Goldcoast Building** – (from Basement 1,2,3, commercial parking lot, and the 1st floor to 13th floor

and roof), including Commercial Areas - Services – Health - Offices... are belonged to private property section of the Developer, specific commercial land and area is shown in details in Decision of basic design approval and Licence of Building construction, described detail in this contract and Annex 1/PLHĐMBCH-TY enclosed with this contract.

- 1.18. “Contract”** is the Contract for sales of this apartment and the whole of annexes attached as well as any amendments and supplements in written for this contract which are made and signed by Parties in the process of implementing this Contract;
- 1.19. “Common property section of Apartment area”:** is the area and equipments in Apartments area which are belonged to the right of common owning and using of the apartment owner in Apartment area, and described in details in this contract and attached Annex 1/PLHĐMBCH-TY
- 1.20. “Common property section of Gold Coast Building”** is the area and equipments which are belonged to common owning and using of the apartment owners and commercial area owners, including general utility projects, and part of campus (if any), is described in details in this contract and attached Annex 1/PLHĐMBCH-TY
- 1.21. “Private property section of the Buyer”** is the using area of Apartment which is specified in Paragraph 6 of this Article and the privately used technical equipments attached to this apartment;
- 1.22. “Private property section of the Developer”** is the area of **Gold Coast Building** (except for the area of common property section) which the Developer do not sell but retain for using or business, and nor attribute value of this **Private property section** into the price of apartment. It is described details in this contract and attached Annex 1/PLHĐMBCH-TY.
- 1.23. “Events of force majeure”** The event occurred in objective that each party or the parties in this contract can not foresee and can not be overcome in order to implement its obligations under this Contract, despite applying to all necessary methods and allowing possibility. The cases considered as events of force majeure are agreed by the parties specifically in Article 14 of this Contract;
- 1.24. “Goldcoast Building”** or **“Building”** is the whole of **Goldcoast Building** which consists of parts:
- i) **Apartment area of Goldcoast** (Apartment area and Common property section of Apartment area);
 - ii) **Goldcoast Commercial Complex Area** (Commercial Areas - Services – health – office - hotel...Not for living);

iii) **Common property section for the whole of building**, include common utility works, part of campus (if any), which are invested for construction as project planning by the Seller - Developer.

1.25. “Date of Apartment Delivery” is the date that the Seller expected to delivery the apartment to the Buyer as shown in Article 8 of this Contract;

1.26. “ Cost of management” is the fees, expenses or amounts which the Buyer (or representative of the Buyer using apartment) must pay monthly to the Board of Management as specified in the Rules of Tenement for Management Services shown above;

1.27. “Date of working” are the days (not Saturday or Sunday) in which the banks normally open for business in Vietnam;

1.28. “Annex” are the annexes 1, 2, 3, 4 and 5 attached to this Contract and all amendments and supplements of these Annexes from time to time;

Điều 2: FEATURES OF SALES APARTMENT

The Seller agreed to sell and Buyer agreed to buy apartment, with features and details as follows:

2.1. Details of Apartment:

- Code of Apartment:.....At the floor:.....
- Kind of Apartment :
- Belonged to **Gold Coast Building**, Add: No.: 01 Tran Hung Dao, Loc Tho Ward, Nha Trang City, Khanh Hoa Province.

2.2. Area of Apartment:

- Area of waterway of Apartment:m2
(*In words*:)a) Using area of apartment is calculated according to the size of waterway (common calling is area of waterway) as the regulations in paragraph 1.9, Article 1 of this Contract;
- b) Area of apartment includes area of balcony, plot of apartment associated with the apartment, if any.
- c) Using area of apartment that recorded at this point is only provisional and might be raised up or down.

Official area shall be measured at the time of apartment delivery. This area will be issued in certificate of land use rights, house use rights, and other assets attached to land (Hereinafter referred to as "Certificate"). The up and down should not be over +/- 5%. This area shall be basic for apartment payment.

d) In all cases regulated in paragraph 2.2 of this Article, in minutes of apartment delivery, (Apartments will be measured actually at the time of the delivery as Annex 4/PLHĐMBCH-TY attached) and in the certificate issued to the Buyer, it will recorded the actual area which is calculated according to the size of waterway, does not depend on whether or not to adjust selling prices of Apartment.

2.3. Using purpose of apartment: use to live.

2.4. Expected time of acceptance for putting the project into use: Quarter 1, 2019 (+/- 180 days).

2.5. Supplies and equipments associated with apartments: As annex 01/ PLHĐMBCH-TY

2.6. Features about construction land plot of **Gold Coast** Building, including apartment in paragraph 1.1 of this Article:

Certificate of land use rights No.: CT-11326 issued by People's Committee of Khanh Khoa Province, Date of issue 07/10/2016.

- Land plot No.: 33
- Map No.: 07
- Total of area: 7.388,9m²,

In which:

- Land in urban area: 4.440 m². (The Government allocates land with land use fee collection; the buyer who buys the house associated with land use rights is long-term stability using.)
- Non-agricultural production and business land: 2.948,9 m² (Land for lease by the Government is once payment. The lease term is until Jun 30, 2065)

Location and boundary of land determined by the cadastral measurement No.: 14/2016 by Land Registry Office of Khanh Hoa Province on Jan 18, 2016 and confirmed by Department of Natural Resources and Environment of Khanh Hoa Province on Jan 20, 2016.

Article 3: SELLING PRICE OF APARTMENT, MAINTENANCE FEE, METHOD AND DEADLINE OF PAYMENT:

3.1. Selling price of apartment:

a) Selling price of apartment:

(In words:))

Tantamount with Unit price of apartment:dong/ m²

(In words:dong of one m²)

b) Selling price of apartment recorded in Section A, Paragraph 3.1 This is the total of: (i) Price of apartment; ii) Value of land use rights allocated for apartment (iii) VAT of the

amount; (iv) Maintenance fee for common property section (2% Selling price of apartment calculated before tax), specific:

Code of AP	Area of AP (m ²)	Unit price before tax (vnd)	Price before tax (vnd)	VAT tax (vnd)	Maintenance fees (vnd)	Total (vnd)

- Price of apartment (before VAT) is: dong
(*In words:*))
- The value of land use rights allocated to the apartment is:
(*In words:*))
- VAT (10% x Price of apartment) is:
.....
(*In words:*))

And:

- Maintenance fee of Common property section (2% x Price of apartment) is:
.....
(*In words:*))
- c) Price of apartment regulated in Section A, Paragraph 3.1 This does not include the following items:
- Registration fee, fees and expenses as the regulations of Law related to the implementation of procedures for Buyer certificate issuance. These fees and expenses will be paid by Buyer's responsibility;
 - Fees for connection, installation of equipments and services for apartment including: gas supply services, postal services, telecommunications, television cable and other services which Buyer uses for their apartment. The Buyer will pay these fees directly for suppliers;
 - Monthly management fees of apartment operation: From the date of apartment delivery to the Buyer as agreed in Article 8 of this Contract, the Buyer is responsible for paying for Management fees of Tenement operation as agreed in paragraph 11.5 of Article 11 of this Agreement;
 - Other expenses shall be agreed by two parties in the Annex of the Contract.

d) Two parties agree that from the date of apartment delivery and during the time of owning, the Buyer must pay financial fee as the current regulations, pay management

fees of monthly tenement operation and other service fees due to utility using such as gas, electricity, water, telephone, cable ... for suppliers.

3.2. Payment methods:

- a) The Buyer will pay for Price of apartment to the Seller in Viet Nam Dong (VND).
- b) Payment methods: Cash or transfer, the cost of bank transfer will be paid by the Buyer.

Details of Account used in case of transfer:

- **Company's name** : **Thanh Yen Joint Stock Corporation**
- **Add** : **Hamlet 5, Nhut Chanh Commune, Ben Luc District,**
- **Long An Province**
- **Account No.** : **006.1009.686868**
- **At the Bank** : **Khanh Hoa Vietcombank**

17 Quang Trung, Nha Trang City, Khanh Hoa Province

- c) The time determine that Buyer had paid money is the time Seller had delivered receipt of received amount if Buyer had paid by cash, or transferred amount was credited to account of Seller if the Buyer had paid by transferring.

3.3. Deadline of payment:

Schedule of payment: As the Annex No.02 /PLHDMBCH-TY attached to this Contract.

3.4. Pay and handover Maintenance fee (2% Price of apartment):

- a. The Buyer commits to pay the whole maintenance fees: 2% (two percent) calculated on the total price of Apartment (Not include VAT) not later than 07 (seven) working days before the date of apartment delivery. In any case, the Seller has a right of refusing to delivery apartment if the Buyer still have not completely performed the obligation of paying maintenance fee.
- b. Within 07 (seven) days, from the date receiving full of maintenance fee, the Seller is responsible for sending this amount into the account of Maintenance fees for Common property section of **Gold Coast Building**. Details of account as follows:

- **Company's name** : **Thanh Yen Joint Stock Corporation**
 - **Add** : **Hamlet 5, Nhut Chanh Commune, Ben Luc District, Long An Province**
 - **Account No.** : **.....it will be provided later.....**
 - **At the Bank** : **Khanh Hoa Vietcombank**
- 17 Quang Trung, Nha Trang City, Khanh Hoa Province**
- **Type of account** : **Amount of Maintenance fee for Common property section of Gold coast Building; Time Deposit.**

Article 4: QUALITY OF WORKS FOR HOUSING:

4.1. The Seller commit to guarantee of quality for the tenement, which include the apartment indicated in Article 2 of this contract as approval design and used properly (or equivalent) constructive materials for the Apartment which have been committed by two Parties in this Contract.

4.2. Seller must perform of construction for the technical infrastructure and social infrastructure to serve the needs of residents in the apartment area as approved planning, design, content, project schedule and assure of quality as constructive standard regulated by the Government.

Article 5: RIGHTS AND OBLIGATIONS OF THE SELLER:

5.1. Rights of Seller:

- a. Request for the Buyer pays the amount of apartment as agreed in Article 3 of the Contract. Interest will be calculated in case the Buyer was late in paying follow progress. The calculation of interest rate for late payment is specified in Paragraph 1 of Article 12 of this Contract;
- b. Request for the Buyer receives apartment delivery as agreed deadline indicated in this contract;
- c. Reserved the right of owning apartment and has right to refuse to deliver apartment or original of Certificate to the Buyer until the Buyer completed all obligations of payment as agreed in this Contract.
- d. Has right to stop or ask suppliers to stop supplying of electricity, water and other utility services after delivering a notice in written to the Buyer before 03 (three) days, if the Buyer (or the transferee who get transferring the Contract for sales of apartments from the Buyer) breach of Statute of Management and use of Tenement house issued by The Ministry of Construction and Rules of Tenement management and using as Annex 5/PLHĐMBCH-TY attached to this Contract;
- e. Has right to change equipments, constructive materials for the project which have equivalent value and quality as regulated in law of construction; in case of changing finishing equipments and materials inside the apartment, the Seller must have agreement of the Buyer.
- f. Perform works under the authority and responsibility of Tenement Board of Management while the Boad has not been yet established; promulgate Rules of Tenement, establish the Board of Management or select and sign contract with Tenement management and operation enterprise, to manage and operate the Tenement, from putting the Tenement into use until the Board of Management established;

- g. Unilateral termination of Contract for sales of apartment as agreed in Article 15 of this Contract;
- h. Allow to hang up sign board of name of Tenement, name of Developer, or/ and name of partners of Developer, at the Common property section, commercial floors, outside of Tenement which does not affect to the apartment owning and using of the Buyer and does not affect to the area of Common property section;
- i. Request the Buyer fine for breach of contract or compensation for damages for breach of the agreement subjected to be fined or to be compensated in this Contract or by the authorities;
- j. The Buyer themselves have responsibility for disputes or claims of a third party for any behavior of the Buyer related to the signing and performing of this Contract, as well as during the time they used and determined partments;
- k. In performing procedure of this Contract, if the disputes of the third party for the Buyer caused damage to the legal interests of the Seller or affected to the construction progress of the project, The Buyer and the third party must have joint responsibility for compensation for the actual damages incurred and the Seller could unilaterally terminate the contract and the Buyer shall perform the duties for the termination as the regulations of this Contract;
- l. The Seller is entitled to handover the certificates to the bank in case the Buyer mortgage the right of buying apartment to the bank and did not complete repayment obligations to the bank (if any);

5.2. Obligations of the Seller:

- a. Provides to the Buyer the attaches of this Contract:
 - i) 01(one) drawing of layout design of sales apartment;
 - ii) 01(one) drawing of layout design of the floor containing the apartment;
 - iii) 01(one) drawing of approved layout design of the Tenement containing the apartment;
- b. Provides legal documents related to purchasing the apartment as Annex 3/PLHDMBCH – TY;
- c. Constructs the building and infrastructure works as planning, approved content of project and schedule, assures that when apartment is delivered, the Buyer could use and do activities normally;
- d. Area and layout design of the apartment and infrastructure works must be compliance with approved planning under the law of construction. Area and layout design of the

- apartment will not be changed, otherwise requested by the authorities, or by agreement between the Buyer and Seller which is approved by the authorities;
- e. Ensures of constructive quality, architecture of technical and fine arts of Condominium as the designed standards, and current technical standards;
 - f. Keeps the apartment in good condition during the time have not delivered to the Buyer; performs maintenance for apartment and Tenement as regulated in Article 9 of this Contract;
 - g. Delivers apartment and legal documents related to sales Apartment to the Buyer as agreed deadlines in this Contract;
 - h. Instructs and supports the Buyer to sign contract with service suppliers: electricity, water, telecommunications, cable TV;
 - i. Pays land use fee and other charges related to sales apartment as regulations of Law;
 - j. Organizes the first conference for the Tenement to establish of Tenement Board of Management which has sales apartment;
 - k. Performs duties of Tenement Board of Management when the Tenement have not established Board of Management, specify: performs the rights and responsibilities of Board of Management; issues the Rules of Tenement House; establish Board of Management; selects and signs contract with the Tenement management and operation enterprise to manage and operate the Tenement since put it into use until Board of Management established;
 - l. Supports the Buyer to do procedures of mortgage for purchased apartment at credit organizations as the request of the Buyer;
 - m. Fines for breach of contract and compensation for damages to the Buyer as they breach of agreements subject to fines or compensation in this Contract or by decision of the competent State agencies;

Article 6: RIGHTS AND OBLIGATIONS OF THE BUYER

6.1. Rights of the Buyer:

- a. Receive apartment delivery as regulated in Article 2 of this Contract with equipments and materials as indicated at the items of constructive materials (Annex No.1 /PLHĐMBCH-TY) that the parties have agreed in this Contract.
- b. Request the Seller to support, instruct in related procedures for the Buyer to perform of changing the name in Certificate as under the law.
- c. Being fully owned, used and performed transactions for purchased apartments as under the law, as well as used the infrastructure services supplied directly by service enterprises or supplied through the Seller after receiving apartment delivery.

- d. Receive the Certificate after having paid in full 100% of money of buying apartment and all taxes, fees and charges relating to the apartment as agreed in this Contract and under the law;
- e. Request the seller to complete technical infrastructure and social infrastructure works as approved content and schedule of projects;
- f. Request the seller to organize the first Conference for Tenement to establish Tenement Board of Management which has sales apartment when it has enough conditions to establish Board of Management under regulations of Ministry of Construction;
- g. Request the seller to support procedures of mortgaging purchased Apartment at credit organizations in case the Buyer has demand of mortgaging purchased Apartment at credit organizations;
- h. Request the Seller to transfer Tenement maintenance fee which the Buyer had submitted to Tenement Board of Management as agreed in paragraph 3.3 of Article 3 of this Contract;
- i. Request the Seller to offer a refund guarantee letter of buying house formed in the future which is issued by a licensed Joint Stock Commercial Banks. Fees for issuing the letters would be paid by the Buyer.

6.2. Obligations of the Buyer:

- a. Pay in full and on time the amount of buying apartment and maintenance fee of Common property section as agreed in Paragraph 3.4 of Article 3 of this Contract, which do not depend on the presence or absence of notification of payment issued by the Seller;
- b. Receive apartment delivery as agreed in this Contract;
- c. From the date of delivery, the Buyer is responsible for purchased apartment (except for cases of apartment warranty obligated by the Seller) and is solely responsible for the buying, maintaining the necessary insurance contract for all risks and damages related to apartment, and civil liability insurance under the law;
- d. From the date of delivery, even in the case the Buyer still does not use of Apartment, it will be managed and maintained as the Rules of tenement management and using and the Buyer shall comply with the rules;
- e. Pay the fees of services such as electricity, water, cable TV, satellite TV, communication... and taxes, other charges incurred by demand of the Buyer;
- f. Pay the Tenement management fees and other fees as agreed in Paragraph 11.5 of Article 11 of this Contract, even the Buyer does not use the purchased apartment;

- g. Comply with regulations of the Statute of Tenement Management and Using which is promulgated by Ministry of Construction and the Rules of Tenement Management and Using attached to this Contract;
- h. Create favorable conditions for the Tenement Management and Operation Enterprises in maintaining, managing and operating the Tenement;
- i. Use the apartment with living purposes as under the Law of Housing and as agreed in this Contract;
- j. Supply to the Seller related documents to apply for a certificate for the Seller as under the law;
- k. Do not interfere with the use of, disposal of or transfer of the private property section of the Seller;
- l. Pay a penalty for breach of contract and pay damages for the Seller if the Buyer breach of the agreements subjected to be paid a penalty and / or compensated as agreed in this Contract or by decision of the authorities;
- m. Perform of other duties as decision of the authorities, if the Buyer breach the Rules of Tenement Management and Using;
- n. Perform of other provisions in this Contract, as well as the Rules of Tenement and obligations, responsibilities defined in Regulation of Tenement Management and Using which is promulgated attached to Circular No.02/2016/QĐ-BXD on Feb 15, 2016 of Ministry of Construction for the apartment owner;
- o. When the Buyer has demand to transfer this Contract for sales, the Buyer must ensure of the requests: They look themselves for customers for assignee; perform the transferring procedures following the Developer – Thanh Yen Joint Stock Corporation and must pay the Thanh Yen a fee of administrative support **20.000.000 VND** (*Twenty millions VN Dong*) for each transfer.
- p. Buyer is responsible for, commit, ensure that the Buyer has enough of legally conditions to buy and own the Apartments as under the law. If the Buyer breach of this commitment, the Buyer will have to pay to the Seller a penalty **20.000.000 VND** (*Twenty millions VN Dong*) and the Buyer has to look for customers for a third Party who get enough of legally conditions to own the apartment to replace them in the contract as indicated in Article 10 below for transferring of contract.
In case the Buyer delayed their payment as in payment progress in Article 3 of this contract, the Buyer will be fined for late payment with interest rate is specified in Point A, Paragraph 12.1, Article 12 of this Contract;
- q. If the Buyer has demand to borrow money from the Bank to buy apartment, they will pay all of transaction expenses.

- r. Complying with the provisions of this Contract and other duties under the law effected from time to time;

Article 7: TAXES AND FEES, RELATED CHARGES:

7.1. The Buyer shall pay registration fee, taxes, fees and charges related to the issuance of certificates as under the law when the Seller do procedures to ask for granting certificates to the Buyer and during the process of owning, using apartment from the time of delivery.

7.2. The Seller shall be responsibility for paying the taxes, fees and charges regarding to selling apartment under this contract which are belonged to Seller's liability of Government as under the law.

7.3. The Buyer shall be responsibility for paying the taxes, fees and charges regarding to buying apartment under this contract which are belonged to Buyer's liability of Government as under the law.

Article 8: DELIVERY:

8.1. Condition of delivery as follow Annex 02/PLHĐMBCH-TY (attached): Buyer shall perform fullfill payment obligations as stated at clause 3.3 of Article 3 and pay all of maintenance fees as stipulated at clause 3.4 of Article 3 under this contract.

8.2. Expected delivery period: First quarter of 2019.

The delivery can be done sooner or later than 180 (one hundred eighty) days compared to the stipulated period (hereafter referred to "the practical delivery"). Seller shall send the written notice to Buyer stating the reason for late delivery. In case the Seller has not yet delivered the apartment within 180 days compared to the expected delivery period, it is considered as the breach of the delivery and will be sanctioned by the Clause 12.2 of Article 12 under this Contract.

8.3. Procedure for delivery:

- a. Before 30 (thirty) business days of delivery period, the Seller shall send a written notice to the Buyer for the time, place and procedure of delivery.
- b. Within 30 (thirty) days after Seller serve the notice of the practical delivery, both Parties shall perform the practical delivery and make a Minute of Delivery to confirm the status of the apartment when delivered. On the practical delivery day, Buyer shall pay to Seller 95% (ninety five percent) of the selling price and 100% (one hundred percent) VAT, and maintenance fee of Common property section in Clause 3.1b of this contract. For the remaining 5% (five percent), Buyer shall pay to Seller when Seller hands over the Certificate of land use rights, house use rights, and other assets associated with land.
- c. On the delivery day as notified, Buyer or the legally authorized person shall check and inspect the actual status of the apartment against the agreement of this contract.

- d. When Buyer or the person authorized by Buyer does not come to receive the delivery as informed by Seller or he comes to inspect but refuses to receive the delivery (except for the case as stated at item f clause 6.1 Article 6 under this contract) without giving any reasons, it is considered that Buyer agrees to receive the practical delivery from Seller and confirms that the status of the apartment meets provisions and specifications as stated at Article 2 and Annex 1/PLHĐMBCH-TY attached to this Contract, and it is also considered that Seller fulfills all responsibilities of delivery under the Contract. In this case, the delivery is considered completion from the delivery day as stipulated at Delivery Notice.
- e. The apartment delivered to Buyer must be complied with the approved design, right equipment and material using as stated at the list of construction materials and equipments agreed by Parties in the contract, except for agreement as stated at item e clause 5.1 of Article 5 under this contract.
- f. All defects (if any) will be repaired by Seller under the warranty condition and it is not considered as the basis of refusing the acceptance of delivery;

8.4. From the time that both Parties sign the Minute of Delivery, Buyer has full rights to use the apartment and take all responsibilities related to the apartment even the case that Buyer uses or disuses this apartment.

Article 9: WARRANTY:

9.1. Seller shall warrant the sold apartment under Article 85 of the Housing Law 2014 and Decree No. 99/2015/ND-CP dated October 20th, 2015 of the Government on the specific regulation and instruction of implementing the Housing Law. Particularly:

- a. The warranty period of main structure of the apartment is 60 months from the completion of construction and acceptance for putting in to use. The contents of warranty stated at this item includes repair and remedy of damages regarding the frame, pole, beam, floor, wall, roof, terrace, stairway, walling sections, paving, plastering, fuel supply system, electricity supply system, lighting supply system, water tank and water supply system, septic tank and waste water drainage system and recovery of subsidence, cracking and falling of the building.
- b. The warranty of the completed material and equipment enclosed to the apartment as stated at Annex 1/PLHĐMBCH-TY and other public devices (including hygiene equipment, major power box and switch and so on) and other devices provided by Seller will be implemented by the policy of the manufacturer/ distributor of such materials and equipments provided, but the warranty period is not over 12 months from the completion of the construction and acceptance for putting into use.

- c. When the apartment is delivered to Buyer, Seller shall give Buyer a copy of Minute of Inspection and Acceptance for putting into use as prescribed at the Law of Construction so that Parties can determine the warranty period.
- d. Buyer shall timely give written notice to Seller when the apartment has damages which are listed to be warranted at least 01 (one) day from the day of detecting that the apartment has damages and take efforts to minimize the consequences of such damages. Within 07 (seven) working days from the date of receiving the notice from Buyer, Seller shall perform the warranty of defects as agreed and stated by the Law. If Seller delays in performing warranty causing the damages to Buyer, Seller shall compensate Buyer for such damages.
- e. Within the warranty period, the warranty will be done under the law. Any warranty or repair to this Apartment will be done by Seller and/ or individual or organization authorized by Seller. Buyer and the person who is allowed to use the apartment must permit and provide conditions for warranty or repair. Seller shall not return the warranty cost when the Buyer arbitrarily asks other people to remedy defects in any case.
- f. Seller shall, depending on each case of defects, perform the repair of such damages if they can do, or replace for new items of the same type or similar quality and perform the warranty under the law.
- g. Buyer and other residents shall allow and provide favorable conditions for Board of Management and staffs of Seller or professional companies appointed by Board of Management or Seller to enter the apartment and allow them to bring necessary machines and equipments for warranty. When performing this warranty, Board of Management and staffs of Seller or professional company appointed by Board of Management or Seller shall minimize all inconvenience caused to Buyer and/ or other residents without causing any damages to Buyer and/ or other residents and their assets in the apartment.

9.2 Seller shall not perform the warranty in following cases:

- a. Natural and ordinary depreciation and amortization
- b. Damages caused by the negligence or misuse of the functionality, excessive capacity using or repair or change of the functionality and using purpose by Buyer or apartment user;
- c. Damages caused by events of force majeure;
- d. Expired warranty period under the agreement as stated at items a and b of Clause 9.1 under this Article;
- e. Cases which are not belonged to the warranty contents agreed at items a and b of Clause 9.1 under this Article, include equipments and parts associated with the Apartment installed or repaired by Buyer without getting the agreement from Seller;

9.3. After the warranty period as agreed at clause 9.1 under this Article, the repair of defects of the apartment will be responsibilities of Buyer.

Article 10: RIGHT AND OBLIGATION TRANSFERRING:

10.1 When Buyer is in need of mortgage of the purchased apartment for the credit institutions in Vietnam before Buyer is granted the certificate, Buyer shall serve the written notice to Seller so that Seller can work with Buyer to make necessary procedures as stipulated by the Bank.

10.2 When Buyer has not received the delivery from Seller and Buyer needs to assign this Contract to the third Party (hereafter referred to as "Transferee"), Parties shall comply with the assignment procedure under the Housing Law. Seller shall not collect further transfer amount when doing procedures for contract transfer except for the administrative support fee of **20.000.000 VND** (*Twenty millions dong*)

10.3 Both Parties agree that Buyer is only allowed to transfer the purchased apartment and Contract for sales to third Party when it meets following conditions:

- a. The apartment is not in mortgage at the credit institution or it is not restricted regarding the assignment under the Decision of the authorities or it has not been disputed with the third Party, unless in case the bank agrees to let Buyer transfer the contract to the third Party;
- b. Buyer fulfills the payment of due obligations of purchased apartment under the agreement of this contract;
- c. Transferee must have enough conditions to buy and own houses in Vietnam under Vietnamese Law at the time of receiving transfer;
- d. Transferee shall observe all obligations and responsibilities of Buyer as recognized at this contract.
- e. All amounts that Buyer had paid to Seller till the time of transfer will not be reimbursed, but will be transferred to the Transferee. All rights, obligations and responsibilities of Buyer will be transferred to the Transferee from the date that Seller sign the written transfer of the purchased apartment and Contract for sales;
- f. Seller will not take any responsibilities for any taxes, fees or charges and other costs regarding the transfer of the contract between Buyer and Transferee;
- g. Have written approval for assignment (mortgage) of the Bank in case Buyer uses the right of purchasing apartment which is mortgaged for loan at the bank (if any);
- h. Have the written transfer contract signed by Buyer and Transferee notarized;
- i. Seller, Buyer and Transferee sign the agreement on the transfer contract and Buyer hands over the receipt of personal income tax regarding the transfer contract or paper of confirmation on the exemption from the income tax and the original contract to Seller.

10.4 Seller has rights to stop confirming the transfer contract (as the apartment is in the process of being granted certificate and mortgaged, blocked/ sealed or prevented by the decision of the authorities and so on) under the law.

10.5 In both cases as stated at clause 10.1 and 10.2 under this Article, the re-buyer or transferee of the purchased apartment and sale contract shall get rights and perform obligations of Buyer under the agreement of this Contract and Rules of Tenement Management and Using enclosed to this Contract.

Article 11: PRIVATE PROPERTY SECTION, COMMON PROPERTY SECTION, FEE OF MANAGEMENT AND OPERATION OF APARTMENTS, COMMERCIAL OFFICES AND SERVICES... AND BUILDING

11.1 The private property section of Buyer: is using area of the purchased apartment (including the balcony, loggia attached to the apartment, if any) under the agreements stated at Article 2 of this Contract and technical equipments and devices associated with the apartment. Buyer has full rights to ownership and use of its private ownership. And Buyer also has rights to use the areas and equipments of the common property section of the apartment block and the common property section of the building under Clause 11.3 of this Article.

11.2. The private property section of Seller (Developer): Include the areas and technical equipments which is the private ownership of Seller: Apartments that Seller does not sell, the whole of areas and other work items of the Tenement except for: i) the common property section of the Building as stated at Article 11.3; ii) the private property section of Buyer (the using area of the apartment under Article 2 of the Contract), and the private equipment system in this area.

The private property section of Seller also includes: the roof floor of the apartments, 02 elevators E1 from the second basement to the 40th floor. The basements B3, B2, B1, Commercial Basement, and the commercial complex, service offices, swimming pool, elevators, exit stairs, entire system of power supply and backup generation and water supply, fire fighting and other technical systems of this area (from the first to the thirteenth floor). The ground of land and the areas of commerce and service from the first floor to the thirteenth floor are belonged to private property section of the Developer.

In all cases, Seller has full rights to determine and use their private property section without notifying to the Buyer or Tenement Board of Management.

11.3. Buyer has rights to use under regulations as stated in Rule of Tenement for the areas and technical equipments which are belonged to common property section of the Tenement building, include:

The space and the bearing structural system and the common technical equipments of the apartment including the frame, pole, load-bearing wall, the common wall and the private wall, floor, corridor, stairway, apartment elevators, exit ways, technical boxes, power supply system and the public lighting system of the apartment, water supply system, communication system, TV, water drainage, septic tank, lightning system, firefighting system, security system and ventilation system of apartment;

a. At the third basement, there are:

(i) Water tank and fire-fighting water tank.

b. At the second basement, there are:

(i) Elevator lobby, elevator for apartment (excluding the elevator for office), stairway, gel- engineering room, area of column wall, engineering room. 01 elevator E1 from the second basement to the 40th floor which is the private property section of the Developer.

c. At the first basement, there are:

(i) Elevator lobby, elevator for apartment, stairway, gel- engineering room, area of column wall and engineering room.

d. From the 1st to 8th floor: Include 08 elevators for apartment, stairway, and area of column wall, technical gen and access for handicapped.

e. From the 09th floor to 13rd floor: Include the elevator for apartment, stairway, lobby, corridor, gel- engineering, area of column wall, and garbage room:

f. From the 14th floor to 40th floor: Include the elevator for apartment, stairway, lobby, corridor, gel- engineering, area of column wall, and garbage room:

Annex No1/PLHDMBCH-TY describes the diagram, area and list of equipments enclosed to this Contract (Appendix).

11.4. Fee of management and operation apartments, commercial office, services... and bulding:

It is divided to 3 parts:

1/ Fee of apartment management and operation: The owner of apartment has to pay the fee of serving for apartment area and common property section of apartment area, expected 5,000 đ/m² (five thousand dong / m²).

2/ Fee of private property section of Developer management and operation: Commercial offices, services ...The Developer themselves manage and operate their private property section – do not need to pay this cost.

3/ Fee of Building management: Use for operating the common areas of the building, both of Developer and Owner of apartments have to pay this cost, but not over 5% cost of apartment management, expected 2,500 đ/m² (two thousand five hundred dong / m²).

- a. From the time Seller delivers the apartment to Buyer under Article 8 of the Contract to the time the apartment Board of Management is established and the apartment management and operation contract is signed at the expected charge of **7,500 VND/m²** (*Seven thousand five hundreds dong/ square meter*), the floor area of the apartment/month for the first year (excluding VAT). This rate can be adjusted but it must be properly calculated in accordance with each period. Buyer shall transfer the cost for the first year to the Account of Management and Operation Charge of the Seller within 07 (seven) days from the date of receiving the notice of practical delivery.

The information of account as follow:

- **Company's name** : **Thanh Yen Joint Stock Corporation**
- **Add** : **Hamlet 5, Nhut Chanh Commune, Ben Luc District, Long An Province**
- **Account No.** :.....
- **At the Bank** : **Khanh Hoa Vietcombank**
17 Quang Trung, Nha Trang City, Khanh Hoa Province
- **Type of account** : Amount of Maintenance fee for **Common property section of Gold coast Building**; Time Deposit.

- b. After the apartment Board of Management is established, the list of tasks, service, charge and the payment of the apartment management and operation cost will be decided and agreed with the apartment management and operation enterprise by the Apartment Conference.
- c. If the Apartment Conference has not been convened, Seller has rights to adjust the apartment management and operation charge in accordance with the practical situation and the law.
- d. If the collected maintenance fee is not sufficiently to perform the maintenance, Buyer shall contribute to the Maintenance Fund by the percentage corresponding to the area of the apartment which is belonged the Buyer.
- e. The cost for using added service (such as swimming pool, gym and so on) are only collected when there is need of use) as stipulated by the service provider.

Article 12: RESPONSIBILITIES OF BOTH PARTIES AND SETTLEMENT OF BREACH

12.1 Both Parties agree with the settlement of the breach when Buyer delays in the payment of the apartment as follows:

- a. From the due day of payment of the purchased apartment at any installment as agreed at Clause 3.3. of Article under this contract, Buyer fails to pay timely or fail to pay fully, it will be fined by the interest rate of the due day of **150%**(*one hundred and fifty percent*) of the private loan interest (announced by Vietcombank Khanh Hoa at the time of payment) against total amount of late payment and it is calculated from the due date of payment until the practical day of the payment;
- b. During performance of this contract, if total time of late payment of all installments by Party B as stated at clause 3.3 of Article 3 under this contract is over 60 days, Seller has rights to arbitrarily terminate this contract as agreed at Article 15 under this contract.
- c. In this case (under Item b clause 12.1. under this Contract), Seller has rights to sell the apartment to other customers without getting the agreement from Buyer. Seller shall return the amount that Party B paid without calculating the interest rate after deducting the brokerage cost of 10% (ten percent) of the contract value), the cost of sale (8% (eight percent) of the contract value) and the fine due to the breach of the contract by Buyer as 12% (twelve percent) of total contract value (excluded VAT).
However, the reimbursement as mentioned is only done when Seller sold the apartment to other customers and it depends on the payment progress of the third Party/ Seller shall perform the reimbursement with the percentage of reimbursement in accordance with corresponding installment.

12.2 Both Parties agree on the settlement of breach when Seller is late for delivery as follows:

- a. If Buyer paid the apartment in accordance with the installment as agreed at this contract but Seller has not delivered the apartment to Buyer within 180 days against the expected date of delivery, it is considered that Seller infringes this contract and Seller shall pay Buyer an amount of fine at the interest rate of 0.01% (ou point ou one percent per day) to total amount that Buyer paid to Seller for the period of late delivery which is calculated from the 181th day compared to the estimated date of delivery until the practical date of delivery, provided that the late delivery is completely at Seller's fault. The time of interest rate calculated due to this breach will be ended on the date of delivery notified by Seller;
- b. If Seller arbitrarily terminates this contract in contrary to provisions of this contract, Seller shall reimburse the whole amount of money that Buyer paid (without interest rate) and compensated to Buyer a fine equivalent to 12% (twelve percent) of total amount that Buyer paid to Seller (excluded tax).

Article 13: COMMITMENT OF PARTIES:

13.1 Commitments of Seller:

- a. The apartment as stated at Article 2 under this contract is the possession of Seller and it has not sold to anyone or prohibited from transaction under the law;
- b. Apartment as stated at Article 2 under this contract is made in accordance with the approved plan, design and drawings which are provided to Buyer and met the quality as well as the construction materials as agreed at this contract;
- c. Rules of Tenement and enclosed annexes are an integral part of this contract.

13.2 Commitments of Buyer:

- a. Understand and consider the legal information and technical documents of the apartment carefully and thoroughly;
- b. Receive copies of papers, documents and necessary information regarding to the apartment by Seller. Buyer read and understood provisions of this contract as well as annexes carefully. Buyer looked for all issues necessary to check the accuracy of the such papers, documents and information;
- c. By signing this contract, Buyer confirms that Buyer read, understood and accepted full of terms and conditions of the Rules of Tenement. The Rules of Tenement can be adjusted time to time based on the practical requirements on the operation of the apartment by (i) Seller during the time that the Apartment Board of Management has not been yet established and effective from the time that it is accepted by the authorities or (ii) Board of Directors of the apartment after the Board of Directors was established.
- d. Buyer shall pay to Seller (or authorized enterprise) or the Apartment Board of Management (After the Board of Management was established) an amount of depository by the rate as stated at the Rules of Tenement before repairing the apartment or moving the commodities enter/ exit the apartment aiming to ensure that it does not cause any damage to any work of the apartment and other apartments. Buyer will be returned this amount if there are no any damages from the repair of the apartment or the movement of commodities. If the repair of the apartment and the movement of the commodities out and in the apartment cause damages to any Party, this amount of depository will be used to pay the remedy of such damages. If the amount of depository is not enough to recover the practical damages, Buyer shall pay such excessive amount based on the invoice and vouchers provided by Seller or Board of Management.
- e. The purchasing amount of this Apartment under this Contract is legal and it has not dispute with the third Party. Seller shall not take responsibilities for the dispute of the amount that Buyer paid to Seller under this Contract. In case of dispute of the amount, this contract still takes effect towards two Parties;
- f. Provide necessary papers when Seller requests under the provisions of law to make procedures for granting certificates to Buyer.

- g. Where Buyer has from 02 (two) people and more, all references to Buyer in this contract means the reference to each person of them. All obligations and responsibilities of Buyer as stated at this contract as the joint and separate obligations and responsibilities, so Seller is not bound to determine the personal obligations of each person of Buyer, but Seller can ask each person of Buyer to fulfill the whole of obligations of Buyer under this contract individually. For convenience, those of Buyer herein will authorize one of them to be the representative to transactions with Seller regarding to the apartment and all acts of the representatives will bind all people of Buyer without having the separate acceptance of each person. However, it does not affect the authorization as mentioned above. All papers and documents needed to have the signatures of Buyer's people and so they will be signed by each person of Buyer.
- h. Buyer undertake to give up rights regarding to the Apartment after performing and asking Seller to reimburse the advance payment as stated in this contract

13.3. Commitments of both Parties:

- a. The signing of this contract by both Parties is voluntary without force or cheating.
- b. In the event that one or more Articles, Clauses or items of this contract is null and void or unenforceable under the current law declared by the authorities, other Articles, Clauses or items are still valid for both Parties. Both Parties agree to adjust invalid or enforceable Articles, Clauses and items in accordance with the law and will of Parties.
- c. Either Party will not take responsibilities when infringing this contract due to the effect of the events of force majeure provided it must meets following provisions:
- Events of force majeure are objective and unpredictable and unrecoverable although all necessary and possible measures are done. All pure financial difficulty will not be considered as events of force majeure;
 - Events of force majeure is the direct cause of prevention and delay in performing the obligations;
 - The affected Party shall immediately inform the other Party of the events of force majeure within 10 (ten) days and send to the other Party a written notice stating the measures of recovery and information on events of force majeure with valid confirmation by the local government;
 - Continue to perform other obligations as stated at the contract which are not affected by the events of force majeure.
- d. Where the events of force majeure last more than 90 (ninety) days from the date that the affected Party gives notice but it cannot recover and both Parties have no other agreements, one of Parties has rights to arbitrarily terminate this contract and the

termination of this contract will not constitute any events of breach of this contract and neither Party takes responsibilities to the other Party.

- e. All rights, interests, missions, responsibilities and obligations of both Parties of this contract will be the binding rights, interests, missions, responsibilities and obligations of their successor and transferee. Where Buyer dies or declared death, Buyer's inheritors will come into a part or the whole of rights and obligations of Buyer under this contract.
- f. Both Parties undertake to comply with the agreements as stated at this contract.

Article 14: EVENTS OF FORCE MAJEURE:

14.1. Parties agree that one of following cases is considered as the events of force majeure:

- a. Change of the State policy and/ or the law leading to the case that one of Parties or both Parties cannot perform the commitments as stated in this contract;
- b. Events that the law regulates or the authorities can make decision on prevention or reconstruction that do not come from the fault of concerned Party;
- c. Riot, war and national emergency whether declared or not, terrorism, disruption of the public order, strike, boycott, penalty, traffic sanctions or delay in public utilities, interruption, diseases, fire, flood, earthquake, storm or other cases of disaster;
- d. Other cases are out of the reasonable control of people;

14.2. All cases of pure financial difficulty is not the event of force majeure.

14.3. When one of events of force majeure under Clause 14.1 of this Article is affected by the events of force majeure, it shall serve the written notice or direct notice to the other Party within 03 (three) days from the date of force majeure (*if having evidence of reasons of force majeure, the affected Party shall submit it*). The failure of implementation of obligations by the affected Party will not be considered as the breach of the obligations under this contract and it is not considered as the basis for the other Party to have rights to terminate this contract.

14.4. The performance of obligations under this contract of Parties will be temporarily suspended on the course of fore majeure. Parties will keep performing their obligations after the events of force majeure end except the case as stated at item d of Clause 1 under Article 15 of this contract.

Article 15: TERMINATION:

15.1. This contract is terminated in one of following cases:

- a. Both Parties agree to terminate this contract by writing. In this case, both Parties shall make the specific agreement on conditions and time of termination;
- b. Under Seller's aspiration when Buyer delays in payment of the purchasing price as stated at item b of clause 12.1. under Article 12 of this contract;

c. Under Buyer's aspiration when the Seller delays apartment delivery as stated at item b of clause 12.2. under Article 12 of this contract;

15.2. When the affected Party by the events of force majeure cannot remedy to continue performing their obligations within 30 (thirty) days, from the date of force majeure and both Parties have no other agreements, one of Parties have rights to arbitrarily terminates this contract and the termination of this contract is not considered as the breach of contract.

15.3. The settlement of consequences caused by the termination will be followed this contract.

Article 16: NOTICE:

16.1. All notices, requirements, complaints or correspondences that one Party sends to the other Party under this contract must be made in writing and sent to the other Party by the address as stated at the first part of the contract.

16.2. Address for Parties to receive the notice from the other Party;

To Seller:

THANH YEN JOINT STOCK CORPORATION

Address : Hamlet 5, Nhut Chanh Commune, Ben Luc District, Long An Province.

Tel : (072) 3633 597 Fax : (072) 3633 596

Received by : Mr. **Vo Van De** Position: **General Director**

Or (State the content outside the envelope that it relates to the Goldcoast Apartment Purchase and Sale Contract).

To Buyer:

Mr. (Ms.):

Address:

16.3. Form of notice by Parties: by Fax or letters sent by the post office or the courier or in person.

16.4. Any requirement, information or complaint arising or relating to this contract must be made in writing. Both Parties agree that notices, requirements, complaints and payment request and so on are considered as received if they are sent to right address and right name of the recipient and right form of notice as agreed at Clauses 16.1, 16.2 and 16.3 under this Article and in accordance with the time below:

- a. On the date of sending in the case that the letter is directly handed and it is signed by the recipient;
- b. On the date that Sender gets the notice of successfully transmission by fax in the event that the notice is sent by fax

- c. On the date that sender signs the confirmation of sending, and from the date of getting post-office sealing, and the receipt of the courier where the notice is sent by the post office or courier company;
- d. Other agreements are agreed by Parties.

16.5. Parties shall inform each other in writing if there is any change of the address of form of notice or name of the recipient. If there is any change of (*address, form, name of the recipient agreed by Parties*).....that changed Party does not serve the notice to the other Party, the Sender shall not take responsibilities for the failure of receipt by changed Party.

Article 17: OTHER AGREEMENTS:

17.1. This contract and all appendices will constitute the whole agreement of Parties and replace previous agreements or memorandum, whether oral or writing, between Parties relating to the content of this contract

17.2. Each Party does not take responsibilities to the other Party for the failure of performing obligations under this contract in the event of force majeure. However, it shall make efforts to overcome the force majeure as soon as possible. To avoid the argument, the loss or financial incapacity will be not considered as the event of force majeure.

17.3. Parties will agree that in case the Buyer dies, legal inheritors of Buyer will become the partner of Seller's contract and inherit a part or the whole of rights and obligations of Buyer under this contract.

17.4. Parties shall strictly comply with this contract. Unless otherwise provision of the written amendments and supplementations of this contract, the Party who breaches the contract will bear the fine and compensate damages to the other Party under the provisions of this contract and Vietnamese Law. To avoid argument, unless otherwise provisions of this contract, rights of each party towards the other Party under this contract is parallel performed without losing, deleting, changing or refusing each other.

17.5. All amendments and supplementations to this contract and the appendices take effect if they are made in writing and validly signed by Parties.

17.6. No rights or interest of one Party under this contract is considered exempted unless such exemption is made in writing and signed by Party which has such rights or interest.

17.7. In case that there are any terms of this contract are declared null and void by Vietnamese Government, then:

- a. Other terms of this contract will not be affected by such declaration of invalidity and they are remain validity and binding towards Parties; and
- b. Parties will discuss, agree and replace such invalid terms for new and valid terms under Vietnamese Law so that the interests and rights of Parties under this contract are secured.

Article 18: DISPUTE SETTLEMENT:

Where Parties have dispute of the contents of this contract, both Parties shall work together to discuss and settle on basis of negotiation. Within 30 (thirty) days from the date that one of Parties serve written notice to the other Party of the dispute and such dispute cannot be settled, one of both Parties has rights to ask the Court for settlement under the law of Vietnam.

Article 19: VALIDITY:

19.1 This contract takes effect from the date that both Parties sign their names hereunder;

19.2 This contract has 19 Articles with 29 pages and it is made in 04 copies with the same validity. Buyer keeps 01 copy; Seller keeps 03 copies for reserve to make procedure for payment of tax, charge and issue of certificate for Buyer.

19.3 Attached to this contract are: 01 (one) drawing of apartment layout design and 01 (one) drawing of floor layout design which has the apartment, 01 (copy) drawing of Tenement approved layout design which has the apartment as stated at Article 2 of this Contract, 01 (one) Rules of Tenement management and using, 01 (one) list of the construction material and other legal documents.

19.4. Appendices of this contract will constitute the whole agreement of Parties and replace previous agreement and memorandum, whether oral or writing, made by both Parties regarding the content of this contract. All appendices of this contract are the addition and an integral part of this contract. In case of conflict between the contract and the appendices, the provisions of the appendices will be firstly applied.

19.5 In the event that both Parties agree to change the content of this contract, that agreement must be made in writing and signed by both Parties./.

19.6 The Contract shall be written in Vietnamese and in English. Both language versions are equally authentic. In the event of any discrepancy or dispute between the two aforementioned versions, the Vietnamese version shall prevail.

FOR BUYER

(Signature and full name. If the organization of the housing purchase, the seal of the organization must be attached)

FOR SELLER

**THANH YEN JOINT STOCK
CORPORATION**

nhatrangrenting.com