

AGREEMENT ON SELLING AND PURCHASING AN APARTMENT
ON THE COMMERCIAL BLOCK
UNDER NAPOLEON CASTLE I PROJECT

No: / HÐ

- Pursuant to the civil Law on 14/06/2005
- Pursuant to the Law on trading in real estate No 66/2014/QH13 on 25/11/2014
- Pursuant to the Law on construction No 50/2014/QH13 on 18/ 6/ 2014
- Pursuant to the Law on housing No 65/2014/QH13 on 25 / 11 / 2014
- Pursuant to the Law on protecting consumers' profits on 17/ 11/ 2010;
- Pursuant to the Decision No 76/2015/NĐ-CP on 10/09/2015 of the Government on regulating in detail to execute some articles of the Law on trading in real estate
 - Pursuant to the Government's Decree No. 46/2015 / ND-CP of May 12, 2015 on quality management and maintenance of construction works;
 - Pursuant to the Government's Decree No. 99/2015 / ND-CP of October 20, 2015 regulating in detail and guiding the implementation of a number of the articles of the Housing Law;
 - Pursuant to the Government's Decree No. 99/2011 / ND-CP of October 27, 2011 regulating in detail and guiding the implementation of a number of the articles of the Law on Protection of Consumers' Interests;
 - Pursuant to the Circular No. 02/2016 / TT-BXD dated 15/02/2016 of the Ministry of Construction promulgating regulations on managing and using apartment block
 - Pursuant to the Investment Certificate No. 3335776703 issued by the Department of Planning and Investment of Khanh Hoa Province for the first time on 10 January 2017, the second revised certificate dated 12/09/2017
 - Pursuant to Decision on investment Policy No 2672 / QD-UBND dated 11/9/2017 of the People's Committee of Khanh Hoa Province;
 - Pursuant to the Construction Permit No. 135 / GPXD-SXD dated 28/09/2017 of the Construction Department of Khanh Hoa Province;
 - Pursuant to the Document No. 91 / VB dated 18/09/2017 of Cat Tiger Khareal Co., Ltd. on issued a temporary selling price of apartments under the project of Napoleon Castle I at 25-26 Nguyen Dinh Chieu, Vinh Phuoc, Nha Trang , Khanh Hoa;
 - Pursuant to the Document No. 4094 / SXD-QLN dated 24 October 2017 of the construction departement of Khanh Hoa province on confirming that the project on the apartment block of Napoleon Castle I qualifies for being sold in the future market

Basing on the requirements of the two parties, we are the two parties as follows

**APARTMENT SELLING PARTY (hereafter referred to as SELLER PARTY)
CAT TIGER KHAREAL LTD COMPANY**

Certificate of household registration No: 4201720037

Represented by Mr. Lê Văn Dũng Position: Director

ID card no: 225585321 issued by Khanh Hoa Police on 31/07/2012.

Residence: No 3C street of B4, Vĩnh Diễm Trung urban living Zone,
Vinh Hiep, Nha Trang, Khanh Hoa.

Phone No: 0258. 246.5047

Account No: 37377979202 at TP Bank - Nha Trang Branch .

APARTMENT PURCHASING PARTY

(hereafter referred to as PURCHASER PARTY)

Full name	Mr.:	Mrs.

DOB:	.....
ID card No:	.....
Issued on	.....
By	.....
Household registration	.....
Contact address	.....
Mailing address:	.....	Fax:

Email:	.....	At the bank.....
Account No (if any):	.....
Taxe code (if any):	.....

The two parties are unanimous in signing the Agreement on selling and purchasing an apartment with terms and conditions as follows

Article 1: Definition of terms

In the agreement, terms and phrases can be explained as follows:

1. " **Apartment**" is a set of rooms built in accordance to the closed structural design approved of being a block apartment invested by Cat Tiger Khareal limited Company with its charaters described at the article 2 of the Agreement

2. **Block of flats:** is a set of apartments up for sale invested by Cat Tiger Khareal limited Company, including apartments, commercial and trading zones and its common facilities in addition to the park built under the plan, located at

No 25-26 Nguyen Dinh Chieu st, Vinh Phuoc ward, Nha Trang city, Khanh Hoa province

3. **"Agreement"** is a contract of selling and purchasing block apartments and all of its addenda as well as all changes, amendments and additions in writing to the Agreement made and signed by the parties during the agreement performance

4. **"Selling price of an apartment"** is the total selling amount as stipulated and confirmed at the article 3 of the Agreement

5. **"Apartment using area"** is the private using area of an apartment put up for sale being measured in its carpet area and written in the certificate issued to purchaser, including the areas of rooms' walls inside the apartment as well as its balcony's and its loggias (if any) attached to the apartment, not including its' outside walls, separated walls from the apartment, and floor areas with columns, technical boxes located inside the apartment. Calculating the balcony's area is based on its entire floor area, if there are shared walls, the calculation is from the inner edge of the shared walls. Therefore the apartment area is clearly shown in its approved planning drawings

6. **"floor construction area"** is the area measured from the center of its covered walls, and ones separated from its next apartment including all the areas with its pillars and technical boxes inside the partment

7. **"Private ownership under purchaser party"**: is the apartment using area stipulated at the clause 6 of this article and all of its private technical equipment attached to the apartment

8. **"Private ownership under the seller party"**: is the area in the block being kept for the seller party's use or/and business, this area is not put up for sale so its value cannot be added to the selling price of an apartment, this area is under the seller Party's ownership and management

9. **"Joint ownership in the block"** : is the area and equipment under the joint ownership and use of residents living in the block in accordance with legal housing regulations and agreement of the parties concretely stipulated at the clause 3 of the article 11 of this agreement

10. **"Board of internal regulations"** shows all rules for the block management and use attached to this agreement and other changes and amendments made in writing by the seller (in case of not having conditions to organize a conference on housing block) or to be passed through managing and using the housing block

11. **"Apartment warrantee"** is to overcome, to repair and to replace all items being damaged or defective when putting in use without block residents' fault as stipulated at the article 9 of this agreement during the period regulated by the Law on housing and accords of this agreement

12. **"Fund to maintain the joint ownership in the block"** is the amount of 2% from the selling price before tax which the parties are to contribute to their own areas for maintaining the joint ownership in the block

13. **"Block maintainance "** is the fact of frequently maintaining and repairing periodically or by request all apartments and technical building

equipment attached to the block in order to keep the block of apartments in good quality

14. "Block operating and managing service" is to ensure good management and operation for normal living activities of the block of apartments

15. "Block operating and managing business" is an unit in charge of the management and operation of the block after finishing its construction and putting it in use

16. "force majeure" is an objective event happening beyond the two parties' control and cannot be overcome to carry out the two parties' obligations through taking necessary measures and efforts. Being considered as force majeure, the two parties are unanimous in applying and accepting the concrete terms stipulated at the article 14 of this agreement

17. "Fees of managing and operating the block of apartments" are costs paid monthly by purchaser party to the unit in charge of managing and operating the block as stipulated in this agreement and the board of internal regulations on managing and using apartments of the block attached to the agreement

18. "Certificate" is the certificate of land using right and homeownership and owner of other assets attached to the land issued by competent authority to purchaser party in accordance with the law

19. "Technical infrastructure" includes systems of circulation streets, public lighting, living activities lights, water supply and drainage and garbage collection

20. "social infrastructure" includes houses for communal activities, green trees, parking zones and playgrounds bao gồm nhà sinh hoạt cộng đồng, cây xanh, bãi đậu xe, sân chơi.

Article 2. Main particulars of the apartment put up for sale

Seller party agrees to sell and Purchaser party agrees to buy the apartment as follows:

2.1. Characteristics of the apartment

a) Apartment No _____ on the _____ storey of Napoleon Castle 1 block located at 25-26 Nguyen Dinh Chieu st, Vinh Phuoc ward, Nha Trang city, Khanh Hoa province

Being concrete as follows:

1- Apartment No _____

2 - Apartment No _____

b) Apartment using area.....m² . (attached the apartment surface with this agreement) The area is measured in its carpet dimension (Carpet area) as stipulated at the clause 6 of the article 1 and it is also a basis for a selling price of the apartment stipulated at the article 3 of this Agreement

being concrete as follows:

1- Apartment No _____

2- Apartment No _____

(i) the two parties agree that carpet area is temporarily measured and can be changed in actual measurement at the period of the apartment handover. If the carpet area in real measurement increases or decreases (+/-) over 2% in comparison with the one written in its certificate then its selling price is to be adjusted in accordance with its real and actual carpet area. The two parties are to calculate how much to pay and to get for the value equal to the uneven area (basing on the unit price stipulated at the point a, the clause 1 of the article 3) within 07 days since its handover date

(ii) the minutes of handing over the apartment will be noted down its actual carpet area and its uneven area by comparison with the area written in the apartment selling and purchasing agreement (if any) being an integral part to this agreement. The apartment area stated in the certificate granted to purchaser party is determined in accord with its actual carpet area .

c) Apartment floor building area is.....m² this area is measured in accordance with the regulations at the clause 7 of the article 1 of this Agreement

Being concrete as follows:

- 1- Apartment No
- 2- Apartment No
- d) Apartment using purpose: for living
- đ) Year of its construction completion: the 1st quarter of 2019
- e) Other particulars are stated in the lists of the construction materials and the equipment for perfection (attached herewith the agreement)

2.2. Particulars of the land site for Napoleon Castle I block construction

- a) Land lot No: 168
- b) Land map No: 18
- c) Kind of housing, construction project: block of apartment
- d) Housing location, construction project: Napoleon Castle I block located at 25-26 Nguyen Dinh Chieu st, Vinh Phuoc ward, Nha Trang city, Khanh Hoa province
- e) Housing scale, construction project
 - Total floor building area: 74.096,07 m².
 - Total land using area: 2.912,7 m²
 - Total joint using land area : 22.072 m².
 - .- Land using form: private use
 - Land using purpose: urban living land
 - Land using duration: land using right attached to purchaser's apartment: permanent
 - Land using source: the state hands over the land with collection of land using payment

Điều 3. The apartment selling price, maintenance fund, methods and stages of payment

1. apartment selling price

a) apartment selling price

Apartment selling price is calculated by using the unit price of 1m² (x) multiplied by the total area of the apartment put up for sale, as follows:

- Apartment selling before tax

The unit price of 1 m² x the total area of the apartment = đồng. (a)
(in words);

- VAT:Vnd. (b);

Apartment selling price after tax : (a) + (b) =đồng.
(c)(in words);

Being concrete as follows :

1- Apartment No :.....

2- Apartment No

b) The selling price of apartment specified at the Point a of this Clause does not include the following fees :

- Registration fees, charges and fees in accordance with legal regulations related to the formalities necessary to be issued the certificate to purchaser. The said fees and expenses are paid by purchaser.

- Fees for connecting and installing equipment to an apartment include services of gas supply, post and telecommunications, TV and other services that purchaser party needs for its apartment are to be paid by it directly to providers

- Monthly fees for managing and operating the block of apartments: since the date of handing over apartment to purchaser as agreed at the article 8 of this agreement, purchaser party is to pay the said fees in accord with the clause 4 of the article 11 of this agreement

- Fund for maintaining the joint owned area of the block is equal to 2% of the selling price of an apartment before tax:

2% X the selling price of an apartment before tax

As concrete as follows:

1- apartment No

2- apartment No

c) The two parties agree that since the date of apartment handover , and during its apartment ownership and use, purchaser party is to fulfil its financial obligations in accord with current regulations such as monthly fees for managing and operating the block and service using fees such as gas, electricity, water, phone, cable TV, watch of motors and vehicles to service providers

2. Payment methods

In Vietnamese cash being transferred to the seller party's account as follows:

Account holder: Cat Tiger Khareal limited company

Account No: 37 3779 79 001

At: TP Bank - Nha Trang branch

Time for confirming purchaser party's payment is when being marked with "credited" to the seller Party's account

3. Payment progress

a) Payment period of the apartment selling price (not including fund for maintaining the joint owning area of 2% from the selling price) as follows:

Payment by installments are to be paid as follows:

- 1st stage: after the two parties sign the agreement on selling and purchasing an apartment (not including the deposit): 20%

- 2nd stage: 60 days after the first stage when the construction of the 6th storey is completed roughly: 20%

- 3rd stage: 60 days after the second stage when the construction of the 12th storey is completed roughly: 10%

- 4th stage: 60 days after the third stage when the construction of the 18th storey is completed roughly: 10%

- 5th stage: 60 days after the fourth stage when the construction of the 24th storey is completed roughly: 10%

- 6th stage: 60 days after the fifth stage when the construction of the 30th storey is completed roughly: 10%

- 7th stage: 60 days after the sixth stage: 10%

- 8th stage : 30 days after the 7th stage then receiving a notice of apartment handover : 5%

- 9th stage: just at receiving the certificate or notice of receiving the apartment certificate : 5%

N/B: if the payment date falls on Saturday, Sundays, holiday, Tet new year days, then it will be changed to the following working day

b) Payment for fund of maintaining the joint owning area of 2%

Purchaser party is responsible for paying seller party 2% of the fund of maintaining the joint owning area (of the selling price of the apartment before tax) ahead of the time of handing over the apartment. The seller party is responsible for transferring this amount to its own account at a commercial bank with interest on demand deposit for temporarily managing it then the amount and its interest will be transferred to a block management Board within 30 days since the date of getting the approval of the People's Committee of Nha Trang city for establishing the block management Board to get it to maintain the joint owning area of the block in accordance with the law otherwise the parties agree to let the seller Party temporarily manage and control the said fund

Article 4: Housing quality

1) Seller party is to insure the quality of the housing block and its apartments as stipulated at the article 2 of this agreement to be built of its approved design and of the materials as committed by the two parties in this agreement

2/ Construction progress: Seller party is responsible for completing the block construction and handing over apartments in accordance with the construction progress as stipulated by the point d of the article 2 of this agreement

2) Seller Party is to build technical infrastructure and social facilities for purchaser party's housing requirements in accord with the planning design and construction progress being approved and to insure construction standards regulated by the state

3) Seller Party is to complete the construction of infrastructural facilities necessary for Purchaser party's housing activities in accord with the project contents and construction progress being approved before handing over apartments to purchaser party including: systems of circulation streets, public lighting, living activity lights, water supply and drainage, telecommunications (if having any agreement), system of social and infrastructural facilities in accord with construction standards regulated by the state and to insure the quality of the approved design in order to be accepted by competent authority to put the housing block in use

Article 5. Seller party's rights and obligations

1. Seller party's rights

a) Asking purchaser party to pay the selling price for its apartment as agreed at the article 3 of this agreement and to pay interest on the amount behindhand in settling in comparison with the stages as agreed at the article 3 of this agreement. The interest on the amount being behindhand in paying as agreed by the parties and regulated concretely at the clause 1 of the article 12 of this agreement

b) Asking purchaser party to get its apartment on time stipulated in this agreement

c/ Keeping the ownership of an apartment and refusing to hand over an apartment or to hand the original certificate to purchaser party until the purchaser party fulfills all financial obligations under this agreement

d/ Having right to stop or asking providers to cut off electricity, water and other housing services if purchaser party (or any apartment transferred party under any form) is in breach of regulations on managing housing and board of internal rules promulgated by competent authority, attached herewith the agreement

đ/Having right to replace equipment and building materials with other items of the same value in accord with the law on construction

e/ Having right to adjust the construction invested scale to the bigger one such as increasing facilities and number of elevators (approved by competent authority)

g/ Carrying out rights and obligations on behalf of a management board of the housing block during the period of not officially establishing a management board, promulgating a board of internal regulations and establishing a management board trial, choosing and signing a contract with a business for managing and operating the housing block since putting it in use till a management board is official established

g) Unilaterally terminating the agreement on selling and purchasing apartment as agreed at the article 15 of this agreement

h) Asking purchaser party to pay fines of being breach of this agreement or compensate by violating this agreement or by the decision judged by competent authority

i/ Exploiting and doing business services in accord with legal regulations and approved designs at its private owning area to get more fund for managing and operating the housing block

k) During the agreement performance, seller party has not been responsible for any claim or dispute between purchaser party and any third party on any matters arising beyond seller party's obligations

l) During the period of not being officially established a management board of the housing block, seller party can act on the behalf of apartment using party to sell insurance against fire and explosion in accord with the current regulations

m) Refusing to help purchaser party to go through all the formalities necessary to transfer any rights and any obligations under the agreement to any third party if the said transfer cannot meet all conditions regulated at the article 10 of this agreement or/and legal regulations at the transferring period

n) Asking purchaser party to submit all papers related to tax items and fees in full (if any) to go through all the formalities necessary to be issued the certificate (not including purchaser party itself can go through all the formalities necessary to be issued the certificate)

o/ if purchaser party cannot meet all conditions regulated at the clause 2 of the article 17 of this agreement, seller party can be late to go through all the formalities necessary to be issued the certificate or hand it later than its normal procedures

p) Other rights as regulated in this agreement

2. Seller party's obligations

a) Providing purchaser party with the exact information on the plan in detail and 01 apartment approved drawing. as well as the design of its apartment approved surface and legal papers related to the apartment sale

b) Building the block of apartments and its infrastructural facilities in accord with its approved plan, project contents and construction progress in order to insure purchaser party can live comfortably and do living activities when being handed over the apartment

c) Designing the area, its surface and infrastructural facilities in accord with the plan and legal regulations on construction. Designing area and its surface can be changed if only there is a decision judged by a competent authority

d) Insuring the construction quality, technical architecture and beauty of the apartment in accord with the designing plan and current technical standards

đ) Maintaining apartment during the time awaiting its handover, well carrying out guarantee of the apartment in accord with regulations stipulated at the article 9 of this agreement

e) Handing over apartment with its legal papers related its sale to purchaser party on time agreed in this agreement

h) Guiding and helping purchaser party sign all service contract with providers of water, electricity, post and telecommunications and cable TV

i) Paying any fees and charges of the apartment sale in accord with legal regulations

k) Going through all the formalities necessary in order to be issued the certificate to purchaser party, and purchaser party is to submit all relevant papers to seller party for going through the said fact (excluding purchaser party can do it on its own to be issued the certificate)

During the period of 30 days since the date of getting seller party's notice on submitting the said papers for going through all the formalities to be issued the certificate, if purchaser party fails to submit them, it deems that purchaser party can do it on its own, and the seller party is to support and help purchaser party in providing with legal documents of the apartment selling to purchaser party

l) Organizing a conference on a management board trial of the housing block, carrying out all duties of the management board trial before a management board can be established officially

m) Helping purchaser party mortgage its purchased apartment at any credit institution in accord with its request

n) Paying fines for being breach of the agreement and for purchaser party's damage if its violating any agreements leading to the said fines and compensations as agreed in this agreement or judged by state competent authority

o) Paying the maintaining fund of 2% in accord with legal regulations for its private owning area, and transferring all total maintaining fund paid by purchasing parties to an account at a bank then giving this amount to a management board of the housing block as agreed at the point b, the clause 3 of the article 3 of this agreement

p) Handing the certificate of homeownership and land using right to purchaser party or any credit institution lending loans to purchasing party after purchasing party fully fulfill its financial conditions to be handed over the apartment as regulated at the clause 2 of the article 17 of the agreement (except for purchasing party's doing on its own for the said certificate)

q) During of the construction period, or not establishing a management board of the block, seller party can act on purchaser's behalf to buy insurance against fire and explosion in accordance with the law

r/ Other obligations under the agreement's regulations

Article 6 Purchaser party's rights and obligations

1. : Purchaser party's rights

a) Getting to be handed over apartment as regulated at the article 2 of this agreement as well as its equipments and interior items written on the list of building materials as agreed by the parties attached herewith the agreement and its legal papers as stipulated on this agreement

b) Using the parking zone in the block for its bicycles and motorbikes and paying fees as regulated at the clause 4 of the article 11 of this agreement or regulations of the management board of the block

c) Asking seller party to help and provide with all legal papers in full of the apartment in order purchaser party can go through all the formalities necessary to be issued the certificate in accord with the law (in accord with the point i, the clause 2, the article 5 of this agreement)

d) Having the full right to own and use the purchased apartment and carrying out all transactions regulated for commercial apartments and at the same time being entitled to use infrastructure services provided by providers or through the Seller after being transferred the apartment in accordance with the provisions on using infrastructure services of providers;

đ) Getting the certificate after paying 100% of the apartment selling price, interest on amount being behindhand in paying (if any) and all taxes, charges and fees related to the apartment purchase and sale as agreed in this agreement. and in accordance with the law (except for any purchaser can go through all the formalities necessary to be issued the certificate on its own as agreed at the Point i, the Clause 2, Article 5 of this agreement or any purchaser mortgages its apartment to borrow money from any credit institution)

e) Requesting the seller to complete the construction of technical and social infrastructures in accord with its approved contents and construction progress

g) Having the right to refuse to get a commercial apartment if the seller fails to complete its construction and can not put it into use, its infrastructural works can meet normal living needs for purchaser as agreed at the Clause 4, the Article 4 of this agreement or if its actual using area is 5% less or more than the apartment area written in this agreement. The refusal to get this apartment as above - mentioned can not be deemed a breach of conditions of the apartment being handed over by the seller to purchaser ;

h) Requesting the seller to hold a condominium convention to set up its management board where its apartments are put up for sale until its conditions for setting up the condominium management board are met in accord with regulations of the Ministry of Construction.

i) Requesting the seller to assist in mortgaging the purchased apartment at any credit institution if the purchaser needs to mortgage the apartment at the credit institution to borrow money

k) Requesting the seller to pay the apartment block maintaining fund in accordance with legal regulations stipulated at the Point b, the Clause 3, the Article 3 of this agreement ;

l) Being entitled to terminate the agreement if apartment handover is actually different from the apartment design attached to this agreement, except for its actual carpet area as stipulated in the Point b the clause 1 the Article 2 of this agreement or any other defects being corrected by the Seller within the time limit requested at a list asking for repairing items in accordance with the Clause 1, the Article 8 of this Contract;

m) Other rights as stipulated in this agreement

2. Purchaser Party's obligations

a) Paying in full and on time the apartment selling price and the fund for maintaining the joint owning area of 2% as agreed at the Article 3 and Article 12 (if any) not depending on whether or not getting the seller's notice on its payment stage

b) Getting the apartment handover as agreed on this agreement

c) Since the date of being handed over the apartment, the Purchaser shall be solely responsible for its apartment (except for any cases under the seller's responsibility such as ensuring its legality and warranty) and for taking responsibility for its purchasing as well as maintaining necessary insurance against all risks and damage to apartments and other civil liability insurance in accord with legal regulations

d) Since the handing over date of the apartment, if the purchaser does not use it then it will be managed and maintained under the block managing and using regulations. Therefore purchaser is to abide by any regulations as stated in the board of the block managing and using regulations

đ) Paying all taxes, fees and charges in accordance with the law by which the purchaser is to bear as agreed at the Article 7 of this agreement .

e) Paying all service bills such as electricity, water, gas, cable TV, satellite TV, telecommunications ... and other taxes, fees and charges incurring as regulated and as required by purchaser

g) Paying all management fees for operating apartment block and other expenses as agreed at the Clause 4, of Article 11 of this agreement including purchaser does not use its purchased apartment yet

h) Abiding by provisions and regulation on managing and using its apartment promulgated by the Ministry of Construction and the board of managing and using block apartment attached to this agreement;

i) Creating favorable conditions for any enterprises to manage apartments for maintaining and operating them

k) Using apartment in accord with the right purpose under provisions of the Housing Law and as agreed in this agreement

l) Paying fines for being breach of the agreement and compensating for any damage to the seller subject to fines or indemnities as regulated in this agreement or based on a decision judged by competent authority;

m) Well carrying out other obligations in accord with any decisions of competent authority when being in breach of any regulations on management and use of apartment block

n) Not changing the apartment using purpose on its own (its function) without the seller's agreement in writing. If purchaser does it by itself without seller's agreement , purchaser is responsible for the said fact

o) Being not entitled to appeal and to change the value and content of the agreement when the seller adjusts its construction invested scale to larger extent, increase in utilities and in the number of elevators (authorized by competent authorities)

p) Fully meeting all conditions for being issued and receiving the certificate bearing purchaser's name in accordance with legal provisions and

the Clause 2, the Article 17 of this agreement (not including purchaser can itself goes through all the formalities necessary to be issued the said certificate)

q) Paying all registration fees, charges and other expenses related to the issuance of the certificate in accordance with the law before going through all the formalities necessary to be issued the certificate in accord with the provisions of the Clause 2, the Article 17 of the agreement (not including purchaser can itself goes through all the formalities necessary to be issued the said certificate)

r) Buying all insurance against fire and explosion in accordance with the law via the block managing board or the investor (if the block managing board has not yet been officially set up);

s) Respecting the seller without doing anything to affect its proprietary rights and business activities in its private owning area

t) Being responsible for preserving and using the joint owning area in the apartment block in according to the provisions stipulated in the agreement and the board of internal regulations attached to this agreement as well as paying compensations for any damage in accord with legal regulations, if causing any damage to the private owning area

u) Refunding any fees and charges under purchaser's obligations to the seller within 7 days from the date of receiving the seller's request if it paid the said fees on behalf of purchaser to a competent authority

v) Allowing the Seller to go into the apartment for remedying any problems relating to the block or apartment; or for guaranteeing, examining the construction, and insuring fire protection and explosion safety and other rights of the seller or /and any enterprise in charge of managing and operating the apartment block in accordance with the board of internal regulations after the seller handed over the apartment to purchaser;

w) Informing on time and applying all measures to limit any damage to assets under warranty. Being liable for any damage caused by purchaser's fault as stipulated at the Clause 4, the Article 9 of this agreement;

x) Other obligations under this agreement

Article 7 Taxes, fees and related charges

1. Purchaser is to pay all registration fees, taxes and fees related to the issuance of the certificate in accordance with the law to the seller for its completing all procedures to be granted the certificate to purchaser, during its ownership and its using the apartment from the apartment handing over date till the apartment being sold to a third party

2. The seller is to pay financial obligations under its responsibility to the State according to legal regulations

3. Các thỏa thuận có liên quan khác.

Article 8: Apartment handing over date

1. Conditions for being handed over apartment: purchaser must pay 95% of apartment selling price in full , and any interest on being behindhand in paying amount (if any), related taxes, charges and fees and 2% maintenance fund

The parties agree that at the date of the apartment handover, if purchaser finds out any differences of its apartment from the design attached to the agreement, the purchaser shall be entitled to specify all required repairs and ask for remedying all defects in the requested list for correction. The seller is responsible for remedying these differences and defects within the time agreed upon by both parties at the request list for correction.

After the Seller completed correcting and repairing all the defects in the requested list for correction, the seller will inform purchaser of handing over the apartment and the buyer is to be handed over the apartment specified at the Clause 4 of this Article then the purchaser signs the minutes of handing over the apartment. In order to prevent from any arising disputes, the Parties agree that all defects, errors and damage (if any) of the apartment recorded in the minutes of handing over the apartment shall be under the warranty of the apartment.

2. The seller is to hand over the apartment to purchaser in the first quarter of 2019.

The hand over of the apartment may be earlier or later than the time specified at this clause, but no later than 60 days from the said deadline. The seller is to inform purchaser in writing of the reason being behindhand in handing over it.

10 days before the handover of the apartment, the seller is to send a written notice to purchaser to know the time, the place and any procedures for handing over the apartment.

3. The apartment handed over to purchaser is to be in accordance with the approved design; being fixed with the exact equipment and materials as described in the list of construction materials and upgrading equipment attached to this agreement, not including any agreements at the Point d, the Clause 1, Article 5 of this agreement.

4. At the apartment handing over date written in the notice, Purchaser or its legal representative shall come to inspect actual conditions of the apartment in comparison with the agreement, and working together with the Seller's representative to measure the actual using area of the apartment then to sign the minutes of the apartment hand over.

If purchaser or its legal representative does not come to be handed over the apartment according to the seller's notice within 10 days or come only to inspect and refuse to get the apartment without convincing reasons (not including, subject to the agreement at the Point g. the Clause 1, the Article 6 of this agreement), since the due date of handing over the apartment according to the seller's notice, purchaser deems to agree to be handed the apartment, the seller has completed its responsibility for handing over the apartment to purchaser in accord with the agreement, so the purchaser is not entitled for any reasons to get the apartment; the refusal of getting the apartment shall be deemed a breach of the agreement and shall be settled in accordance with the provisions of the Article 12 of this agreement.

5. Since the date the two parties sign the minutes of handing over the apartment or the date on the purchaser is deemed to agree to get the apartment officially in accordance with the clause 4 of this Article, the purchaser has full right to use the apartment and bear all responsibilities related to this apartment, whether the purchaser uses it or not

Article 9. Apartment under warrantee

1. The seller is obliged to guarantee its works (in accord with the warrantee contents as prescribed at the Clause 3 of this Article) within 60 months since the date the investor (the seller) signs the minutes of acceptance to put apartments in use in accord with the provisions of Article 85 of the Housing Law of 2014 and state regulations being amended and supplemented from time to time.

2. When handing over an apartment to purchaser, the seller must notify and provide purchaser with 01 copy of the minutes of acceptance for putting its works in use in accordance with the law on construction so that the parties can determine the apartment guaranteeing period

3. Contents of the apartment warranty include: repairing, overcoming damage to the main structures of the apartment (beams, columns, ceilings, roofs, walls, tiles, tiles) and all items attached to the apartment, such as the system of doors, electricity supplying lines, lighting, water supplying system, waste water drainage, overcoming any tilts, and anything causing apartments to fall and sink. For other equipment attached to the apartment, the seller shall apply the warranty policy according to the regulations of manufacturers or distributors.

The seller is responsible for performing the apartment warranty by replacing or repairing defective items with similar or better quality ones . Warranty by replacement or repair is only made by the Seller or its legal representative. if purchaser can itself buy its apartment warranty, the two parties must agree in writing the warranty amount before buying it and the Seller is responsible for paying the warranty value upon agreed to the purchaser

4. Purchaser must promptly notify the Seller in writing within 3 days of any damage to the housing assets under warranty. Within 10 days since getting Purchaser's notice, the seller is responsible for performing the warranty of the said damage as agreed and in accordance with legal provisions ; purchaser is to create favorable conditions for the seller to carry out the housing warranty. If the Seller is late in performing the warranty leading some losses to the purchaser, it shall be liable to indemnify the Buyer for actual losses and damage .

If the Purchaser fails to inform the seller of the said fact in accordance with this clause or fails to make any effort to minimize the said damage, the Purchaser shall bear part or total of costs to overcome the said fact, depending on the seriousness of the breach.

5. The seller does not guarantee against housing apartment in the following cases

a) In case of normal wear and tear;

- b) In the case of damage caused by Purchaser's fault or any user's or other third party's;
 - c) In case of damage due to force majeure
 - d) When the warranty duration expires as agreed at the Clause 1 of this Article;
 - đ) Cases are not covered by the warranty under the Clause 3 of this Article, including all items attached to the apartment, are self-assembled or self-repaired by purchaser without the Seller's agreement
 - e) Machinery and equipment are not under the warranty period as prescribed by manufacturers
 - g) If purchaser fails to notify the seller of the damage in any form and on time stipulated at the clause 4 of this article
6. After the warranty period expires as provided at the clause 1 of this Article, any repairs of defects in the apartment are under purchaser's responsibility . The maintenance of the joint owning area of the block is to comply with legal regulations on housing .

Article 10. Transfer of rights and obligations

1. If purchaser needs to mortgage its right to buy the apartment to any credit institution in Vietnam before being issued the certificate, the purchaser is to inform in advance to the seller in writing in order the two parties can do all necessary procedures for a mortgage of the apartment in accordance with the Bank regulations

2. Before being issued the certificate, if purchaser needs to transfer this agreement to any third party, the parties must well carry out all procedures for transferring it in accordance with the law on housing. The seller cannot get any amount related to all procedures certifying the transfer of the agreement from purchaser to any third party.

3. The two parties agree that purchaser can only transfer the apartment selling and purchasing agreement to a third party when satisfying the conditions stipulated at the clause 2 of this article and the following conditions:

- a) the apartment for sale is not under a mortgage at any credit institution or under any transfer restriction judged by competent Authority or under dispute with any third party, not including mortgagee agrees in writing to let the purchaser transfer the agreement to a third party;

- b) Purchaser has completed all the payment amount being due to the apartment purchase to the Seller as agreed in this Agreement;

- c) Transferee is to meet all conditions for housing purchase and ownership in Vietnam according to the provisions of Vietnamese law at the time of transferring the agreement;

- d) The transferee must commit to complying with the accords of the seller between the purchaser in this agreement

4. In the cases mentioned at the clause 1 and the clause 2 of this Article, any third buying party or being transferred the apartment (the transferee) shall enjoy all rights and bear all obligations under purchaser as agreed in this agreement and in the board of internal attached to this Agreement.

5. All amounts paid by purchaser to the Seller at the transfer time shall not be refunded but shall be transferred to transferee . All rights and obligations under Purchaser shall be given to transferee from the date the Seller confirms the apartment transfer in writing

6. Seller will not be liable for any taxes, fees, charges and other costs associated with the apartment transfer between the Purchaser and any third party .

Article 11. Private and joint owning areas and apartment use in the block

1. Purchaser shall have its private ownership of the apartment using area as agreed in this Agreement and the technical equipment attached to its apartment (as described in the minutes of handing over the apartment); as well as having ownership and use of the area and equipment under the joint ownership in the block as defined at the Clause 3 of this Article.

2. The areas and equipment under the joint ownership and use of apartment owners in the block include: technical infrastructure systems, force-bearing systems, technical equipment and facilities, rooms, corridors, stairs, elevators, frames, columns, load-bearing walls, house walls, partition walls, floors, exit routes, septic tanks, walkways , technical boxes, power supply systems, water, communications, radio, television, drainage, waste water treatment tanks, lightning protection, fire extinguishers, playgrounds, parking (bicycles, bikes for disabled persons, two-wheelers in the basement No 3) and other parts are not under apartment owners (as specified in the handover minutes from the seller to the block managing board.

3. The two parties agree on the fees for operating and managing the apartment block as follows:

a) Since the date the seller hands over apartment to purchaser in accordance with the provisions of Article 8 of this agreement until the block Managing Board is established to sign the block managing contract with the seller at the price of VND 5,000 / m² /a month (basing on the Circular No 02/2016 / TT-BXD dated 15/02/2016 of the Ministry of Construction). This fees may be adjusted in accordance with the regulations of Khanh Hoa province People's Committee on the block operating fees on the basis of reasonable manners from time to time and through block management conferences. From the apartment handing over date, the purchaser is responsible for paying this fee to the seller from 01st to 05th day every month.

An apartment managing service provided by the seller to purchaser prior to the establishment of the Block managing board includes: public protection, security, environmental sanitation in public areas, motorbikes, bicycles operating and managing activities of technical facilities of the block (including elevators, generators, other technical systems).

b) After the block managing board is set up, the list of jobs, services, charge rates and payment for the block operating and managing fees shall be decided by a conference on the block and agreed by the block operating and managing service.

c) if Khanh Hoa provincial People's Committee prescribes rates for operating and managing the apartment block, the said fees shall be paid according to the State's regulations, unless otherwise agreed upon by the parties.

Article 12: Settlement of agreement breach

1. The two parties are unanimous in settling purchaser's breach of being behindhand in paying for the apartment as follows:

a) If purchaser is behindhand in paying the amount within the time limit specified at the Article 3 of this agreement for ten (10) days since the due date, Purchaser must pay the seller an interest on the amount being behindhand in paying in accordance with regulations and interest rates announced by banks at the time of late payment corresponding to days of late payment but not exceeding 60 days from the due date.

b) After 60 days of late payment if purchaser cannot pay in full the overdue amount and its interest, the seller has the right to unilaterally terminate the agreement and be entitled to sell the apartment to other third party then the purchaser loses the right to buy the said apartment and it is to compensate the seller for the amounts as follows:

- * 10% of the agreement value after tax

- * Interest on the amount being behindhand in paying in accord with the point a of this clause

If the total amount paid by purchaser exceeds the amount payable to the seller, then the seller will refund the remaining amount to the purchaser after deducting the said compensation amount

2. The two parties are unanimous in settling the seller's breach of late handing over the apartment to purchaser as regulated at the article 8 of this agreement as follows:

a) If the seller delays handing over the apartment after the buyer fulfills its financial obligations as specified at the Clause 1, the Article 8 of this agreement then the seller is to pay an interest on the amount paid by the purchaser for the total days being behindhand in handing over the apartment in accord with regulations and interest rates announced by banks on the days of late handing over the apartment but not exceeding 60 days from the due date of the apartment handover.

b) if the seller hands over apartment later than 60 days since the deadline as agreed at the Article 8 of this agreement, purchaser has the right to continue carrying on this agreement with additional accords on a new handing over apartment date or unilaterally terminate the agreement as agreed at its Article 15

In this case, the seller must refund the amount paid by the buyer and compensate the buyer for a sum of money including as follows:

- * 10% of the agreement value after tax

- * Interest on the amount being behindhand in paying in accord with the point a of this clause

- * 10% of the agreement value after tax

* Interest on the amount being behindhand in paying in accord with the point a of this clause

3. Other unilateral terminations of the agreement

a) If one party unilaterally terminates this agreement ahead of its effective duration without any faults of the other Party or not due to force majeure as provided for in the Article 14 of this agreement, the party in breach of the agreement shall pay the other party the amount of 10% of the agreement value after-tax , any interest being behindhand in paying (if any) and any arising expenses as prescribed by law

b) If the seller is in breach of the agreement, in addition to the amount stated at the Point a of this Clause, it shall have to refund the sum paid by purchaser (including actual interest on the amount paying duration).

c) if purchaser is in breach of the agreement, it will only receive 70% of the total amount paid to the seller .

4. If the agreement is terminated in accordance with the relevant articles and clauses in this agreement, the party in breach of this agreement is fined the amount stipulated at the clause 3 of this article then the seller can sell the apartment to any third party without purchaser's consent, then purchaser has no claim on the said matter.

13. Undertakings of the parties

1. General undertakings

a) The two parties undertakes to well carry out all the terms and conditions in this agreement

b) The two parties are to support each other and cooperate during the agreement performance

2. Seller's undertakings

a) The apartment put up for sale has the characters as specified in the Article 2 of this agreement under the seller's ownership without being transferred to another third party, and under no deals banned by legal regulations

b) The apartment mentioned at the Article 2 of this agreement has been built in accordance with its planning, design and approved drawings as provided to purchaser, and in accord with the quality and construction materials as agreed in this Agreement.

3. Purchaser's undertakings

a) Knowing and examining clearly all the information on this apartment

b) Being provided with all copies of necessary papers, documents and information on the apartment by the seller . Purchaser read and fully understood all the terms and conditions in the agreement and all attached appendices. Purchaser knows all the necessary matters leading to its confirming the exactness of the said information and documents

c) The amount paid for the apartment is legal, under no dispute with any third party. The seller will not dispute over the amount paid by the purchaser for the apartment. If there is any dispute over the said amount, this Agreement shall remain in full force and be effective between the two parties

d) Supplying all the necessary papers requested by the seller in accordance with the law to go through all the formalities necessary to be issued the certificate to purchaser (not including, purchaser itself can go through all the formalities necessary to be issued the certificate)

4. The signing of this agreement between the two parties is completely voluntary under no force, pressure and deceit

5. If one or some articles, clauses and / or points in this agreement are declared null and void by competent Authority or not being legal or enforced in accord with current legal regulations, then the other articles, terms and clauses of the agreement shall remain unchanged and come in effect for the two parties. The parties agree that the articles, clauses, points are declared null and void or invalid or unenforceable shall be governed by the law and in accordance with the will of the two parties.

Article 14: Force majeure

1. The parties both agree that one of the following events shall be deemed force majeure :

a) Due to wars, natural disasters or by any changes in legal policy of the state

b) Due to executing any decisions judged by competent Authority or other cases regulated by the law.

c) Violence or national emergency.

d) Diseases, fires or other events beyond human control.

2. All difficulties in finance can not be deemed force majeure

3. If one of the events as stated at the Clause 1 of this Article occurs, the party affected by the force majeure is to notify the other party in writing as soon as possible, since the force majeure occurring date together with the proofs showing reasonable and valid reasons caused by force majeure. Any failures of the party affected by force majeure to meet its obligations will not be considered a breach of the Agreement or not be grounds for the other party to terminate this Agreement.

4. The performance of obligations under the agreement shall be suspended during the period of force majeure. When the force majeure ends, the parties will continue to perform their obligations under this agreement, except for any cases provided at the Point d the clause 1 of Article 15 of this agreement .

Article 15 Termination of the agreement

1. This agreement is to be terminated in one of the following cases

a) The two parties complete their obligations and rights under the agreement and agree to sign the contract of termination

b) The two parties agree to terminate the agreement . In this case, the two parties are to make an agreement in writing on terms, conditions and date for terminating the contract.

c) It will be applied with the article 12 of this agreement and the point l) the clause 1, the article 6 If one party unilaterally terminates the agreement

d) If the party affected by force majeure can not overcome its damage to continue performing its obligations within 30 days after the force majeure, and the two parties have no other agreement then either party has the right to unilaterally terminate this Agreement and this termination of this Agreement shall not be considered a breach of this agreement. In this case, the agreement deems to be terminated since the time of getting an unilateral termination notice from the other party. The seller is to refund the paid amount to purchaser, the purchaser returns the agreement and other legal documents related to the agreement to the Seller.

2. The settlement of the agreement termination is to follow the regulations stated at the clause 1. The matter is to be carried out in accord with the provisions stated at the article 12 of this agreement and other relevant legal documents

Article 16: Information and notice

1. Address to get notices

Seller party: Cat Tiger Khareal Ltd. Company

Address: 13B Hoang Hoa Tham st, Loc Tho ward, Nha Trang city,
Khanh Hoa province

Phone No: 0258.2465047

Purchase party : Mr. /Mrs

Address:

Phone No:

2. Forms of notice between the parties: express, hand delivery, email or telephone, message. Notice by mail will be deemed to be sent on the postmarked date.

3. The parties is to inform each other in writing of any change in address, form and name of the person receiving the notice; without informing of the said facts, the notice sending party is not responsible for whether its being sent to the other party's address or not

4. Any notices, requests, information or claims related to rights and obligations of the parties under this agreement must be made in writing in Vietnamese language. The parties agree that notices, requests or complaints shall deem to be received if they are sent to exact addresses, addressees' correct names being informed to the seller as agreed by the parties at the clause 1, Clause 2 of this Article.

17 Other agreements

1. Recommendations on using block apartment

Construction and installation of any equipment cannot be drilled or chiseled into columns, beams, floors, loggias, as well as covering fire alarm, smoke alarm, and adding no extra equipment to the power backup to prevent of being penetrated, and leaking or causing short-wave or fire of buried underground wires.

2. Agreement on going through all the formalities necessary to be issued the certificate

a) Conditions for going through all the formalities necessary to be issued the certificate bearing purchaser's name

- Purchaser pays in full the apartment selling price as stipulated at the article 3 of this agreement

- Purchaser is to provide the seller with legal papers in full related to the issuance of the certificate as regulated (not including purchaser itself can go through all the formalities necessary to be issued the certificate)

- b) All the formalities necessary to be issued the certificate

- The seller will notify purchaser in writing of all required documents in accordance with the law as well as requesting competent authority to complete its formalities necessary to be issued the certificate to purchaser .

- Just after the purchaser fully meets all conditions to apply for the certificate according to the provisions at the Point a of this Clause, the seller shall submit all legal papers to competent Authority asking to be issued the certificate bearing purchaser's name .

- After 30 days since the date the seller sends a notice to purchaser requesting to submit all necessary documents but purchaser fails to hand them, then the seller will not be responsible for applying them to be issued the certificate bearing the name of purchaser. Therefore the purchaser can go through all the procedure to be issued the certificate on its own.

- If purchaser itself can carry out all the procedures to be issued the certificate, the seller will hand all relevant documents to the purchaser in order to apply them for the certificate after its fulfilling necessary conditions. to be applied for the certificate according to the provisions of the Clause 1 of this Article as well as signing the agreement termination (not including purchaser mortgages the agreement to borrow money from any credit institution).

- If purchaser can itself goes through all the formalities necessary to be issued the certificate, it must have a power of attorney authorized by the seller.

- The parties also agree and confirm that regardless of the seller's obligations for going through all the formalities necessary to be issued the certificate, the said procedures for this certificate is to depend on the law in effect at the time of applying for it and decisions of competent authority

- In order to avoid misunderstanding, the parties acknowledge that the Seller will do as much as possible to be granted the Certificate bearing purchaser's name However, the Seller will not be held liable for any delay or failure to be issued the Certificate to purchaser by competent authority, except for any faults of purchaser

- c) Conditions to be handed over the certificate and completion of related obligations

- Purchaser is to pay the remaining amount of 5% in the 9th stage to the seller as soon as the certificate is signed by competent authority (If purchaser can itself goes through all the formalities necessary to be issued the certificate , then there are some binding conditions in the power of attorney authorized by the seller)

- The seller will hand over the certificate to purchaser or it's credit institution lending money to buy the apartment with the following conditions (not including purchaser can itself goes through all the formalities necessary to be issued the certificate):

- The two parties already signed the agreement termination, then purchaser returned the original agreement, its appendices, and relevant legal papers to the seller

- Paying in full all tax items, fees and charges related to the issuance of the certificate

- The two parties agree that any tax items, fees and charges regulated by the law related to the issuance of the certificate bearing purchaser's name are to be paid by purchaser to the seller just after the seller sends a notice in writing on handing over the certificate to purchaser

- d) If purchaser mortgages the agreement at any credit institution for lending money

- Purchaser is to well and fully carry out all of its obligations under this agreement including financial obligations and regulations stipulated at the articles 3, 7 and 12 of this agreement

- The seller will hand over the certificate to the credit institution after purchaser and the credit institution well and fully carry out all conditions to be handed over the certificate as regulated at the clause 3 of this article

3. Free from responsibility

- a) Purchaser is to be responsible for all risks and damage to the apartment without the seller's faults and for its apartment since the actual date of handing over the apartment

- b) The seller is not responsible for any lateness or failure of carrying out any obligations under the agreement caused by any change in policy and legal regulations of the social republic of Viet Nam and the force majeure events regulated as the article 14 of this agreement

- c) After being handed the apartment, purchaser is to bear all responsibility and the seller is free from all claims and matters of any apartment lessee, purchaser's guests or any third party arising from all of its activities, affairs or facts related to the apartment bought under this agreement

- d) The seller is not responsible for any damage to any assets or human beings arising from any repairs and perfection of the apartment made by the purchaser or its persons without the seller's consent in writing and for any matters and violations of other apartment owners / or apartment users in the housing block toward the purchaser

Article 18: Dispute settlement

In the course of performing the agreement, if there are any conflicts or disputes arising from the contents of the agreement or other related matters, the two parties shall discuss and settle them on the basis of goodwill, truthfulness and mutual benefits. If the two parties fail to reach a solution to the said matters, either party shall have the right to lodge a lawsuit to competent court for its final decision in accord with legal regulations of Viet Nam

Article 19: Effective duration of the Agreement

1. The agreement comes into effect since its signing date

2. Attached herewith the agreement are the following appendices:

Appendix 1: description list of building materials and upgrading equipment

Appendix 02 -Drawings of the approved design surface on the land site
Appendix 03 - Drawings of the floor plan of the apartment put up for sale
Appendix 04 - Drawings of the designed surface – scale model 1
Appendix 05 – Drawings of the designed surface – scale model 2
Appendix 06 - Drawings of the basement 3 for bikes and motorbikes
Appendix 07 -Board of internal regulations on management and use
of the housing block

Appendix 08 - List of defects for correction

3. All amendments and additions to the agreement contents only come into effects if being made in writing and signed by legal representatives of the two parties, The attached appendices and all amendments and additions in writing signed by the two parties are an integral part of this agreement

4. This agreement consists of 19 articles on 20 pages, is made in 05 copies of the same validity, one copy for purchaser, the seller keeps 04 copies for records, paying taxes and all fees related to all formalities to be issued the certificate to purchaser

SELLER PARTY

(signature, stamp and full name)

PURCHASER PARTY

(signature and full name)

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