

DECREE

ON GUIDELINES FOR LAW ON REAL ESTATE TRADING

Pursuant to the Law on Government organization dated December 25, 2001;

Pursuant to the Law on real estate trading dated November 25, 2014;

At the request of the Minister of Construction,

The Government issues a Decree on guidelines for the Law on real estate trading.

Chapter I

GENERAL PROVISIONS

Article 1. Scope

This Decree deals with a number of Articles and Clauses of the Law on real estate trading, including requirements applied to organizations and individuals conducting real estate trading; templates of contracts for real estate trading; transfer of contracts for lease purchase of existing houses and buildings (hereinafter referred to as existing buildings); transfer of contracts for sale or lease purchase of off-the-plan houses; and procedures for transfer of the whole or a part of a real estate project.

Article 2. Regulated entities

1. Organizations or individuals conducting real estate trading in Vietnam.
2. Agencies, organizations, households or individuals involved in real estate trading in Vietnam.

Chapter II

SPECIFIC PROVISIONS

Section 1: REQUIREMENTS APPLIED TO ORGANIZATIONS OR INDIVIDUALS CONDUCTING REAL ESTATE TRADING

Article 3. Requirements applied to organizations or individuals conducting real estate trading

1. Any organization or individual wishes to conduct real estate trading must set up an enterprise or cooperatives (hereinafter referred to as enterprises) which has an amount of legal capital of not smaller than VND 20 billion, excluding the following entities:
 - a) Any organization, household or individual who conducts small-scale or irregular transactions of real estate sale, transfer, lease, or lease purchase prescribed in Article 5 of this Decree;
 - b) Any organization or individual providing real estate services prescribed in Chapter IV of the Law on real estate trading.
2. Every real estate enterprise subject to legal capital prescribed in Clause 1 of this Article shall take responsibility for the truthfulness and accuracy of their amount of legal capital.

Article 4. Basis for legal capital applicable to real estate enterprises

The amount of legal capital prescribed in Article 3 of this Decree shall be determined according to the amount of charter capital of the enterprise as prescribed. The enterprise is not required to register the legal capital.

Article 5. Organizations, households and individuals conducting sale, transfer, lease, and lease purchase of real estate prescribed in Clause 2 Article 10 of the Law on real estate trading

Organizations, households and individuals conducting sale, transfer, lease, and lease purchase of real estate prescribed in Clause 2 Article 10 of the Law on real estate trading are not required to set up real estate enterprise and include:

1. Organizations, households and individuals conducting sale, transfer, lease and lease purchase of real estate without business purposes and organizations, households or individuals conducting sale, transfer, lease and lease purchase of real estate with business purposes and total investment are under 20 billion (excluding land levies).
2. Organizations transferring land use rights or sell buildings due to bankrupt, dissolution, or division.

3. Credit institutions, branches of foreign banks, Asset Management Company (AMC), Vietnam Asset Management Company (VAMC) and other organizations or individuals transferring land use rights, real estate projects, or selling buildings subject to mortgage for debt recovery.
4. Organizations, households or individuals transferring land use rights or selling buildings according to decisions of courts or competent agencies upon their dispute, complaints, or denunciation.
5. Organizations, households and individuals building houses for sale, lease or lease purchase not subject to enterprise establishment as prescribed in law on housing.
6. Agencies or organizations permitted to transfer land use rights or sell state-owned buildings by competent agencies as prescribed in law on management of public property.
7. Organizations, households and individuals selling, transferring, leasing, or leasing and purchasing their own real estate.

Section 2: TYPES OF TEMPLATES OF CONTRACTS FOR REAL ESTATE TRADING

Article 6. Types of templates of contracts for real estate trading

Types of templates of contracts for real estate trading issued together with this Decree include:

1. Contract for sale of existing buildings (off-the-plan buildings) using form No. 01 prescribed in Appendix issued herewith.
2. Contract for lease of existing buildings (off-the-plan buildings) using form No. 02 prescribed in Appendix issued herewith.
3. Contract for lease purchase of existing buildings (off-the-plan buildings) using form No. 03 prescribed in Appendix issued herewith.
4. Contract for transfer, lease, or sublease of land use rights using form No. 04a and form No. 04b prescribed in Appendix issued herewith.
5. Contract for transfer of the whole project (a part of a project) using form No. 05 prescribed in Appendix issued herewith.

Article 7. Application of types of templates of contracts for real estate trading

1. Templates of contracts for real estate trading issued herewith are used for reference during the process of negotiating and concluding contract.
2. Contracting parties may agree to modify Articles and Clauses in the contract templates provided that their own contract contains all primary contents prescribed in Article 18, Article 47 and Article 53 of the Law on real estate trading. Specific contents in the contract shall be agreed by contracting parties in accordance with regulations of law.

Section 3: TRANSFER OF CONTRACTS FOR LEASE PURCHASE OF EXISTING BUILDINGS

Article 8. Conditions for transferring contract for lease purchase of existing buildings

1. The lessee of contract for lease purchase of an existing building prescribed in Section 4 Chapter II of the Law on real estate trading may transfer such contract to another organization or individual if the application for issuance of Certificate of land use rights, ownership of houses and property on land (hereinafter referred to as the certificate) has been not submitted to the competent agency.
2. The transferee of the lease purchase contract may transfer such contract to another organization or individual if the application for issuance of the certificate still has been not submitted to the competent agency.
3. The whole lease purchase contract concluded with the lessor must be transferred. Regarding lease purchase contracts of single detached house or apartment, each detached house or apartment shall be transferred separately; regarding lease purchase contracts of multiple detached houses or apartments, all houses apartments shall be transferred.

Article 9. Procedures for transferring contracts for lease purchase of existing buildings

The transfer of contract for lease purchase of an existing building shall be made in writing and the written contract transfer agreement (hereinafter referred to as transfer agreement) must be notarized or authenticated as prescribed in Clause 2 of this Article, tax payment, recognition of investor in the written contract transfer and the issuance of the certificate shall follow the procedures below:

1. A transfer agreement of the contract using the form No. 06 prescribed in Appendix issued herewith shall be draught by the transferor and the transferee or a notary at the requests of contracting parties. The transfer agreement shall be made in 04 copies and notarized/authenticated as prescribed in Clause 2 of this Article (01 copy for the lessor; 01 copy for the tax authority; 01 copy for the transferor; and 01 copy for the transferee).
2. Notarization or authentication of the transfer agreement:

a) If the transferor is a household, an individual or organization other than a real estate enterprise, the transfer agreement must be notarized or authenticated. Documents subject to notarization or authentication include:

- The initial contract for lease purchase concluded with the lessor and the transfer agreement of the preceding transfer if the contract has been transferred for at least two times (original copy);
- An ID card or passport applicable to the transferor being individual; or a decision on establishment or registration of establishment (certified true copy or photocopy with original copy for comparison) applicable to the transferor being organization;
- Other documents prescribed in law on notarization and authentication.

b) If the transferor is a real estate enterprise, the notarization or authentication of transfer agreement shall be agreed by contracting parties. If the notarization or authentication is agreed, it shall be implemented as prescribed in Point a of this Clause;

c) The notarial practice organization or authenticating authority shall notarize or authenticate the transfer agreement by the deadline prescribed in law on notarization or authentication.

3. The transferor and transferee of the lease purchase contract must pay taxes, fees and charges for the contract transfer as prescribed.

4. Recognition of the lessor in the transfer agreement:

a) Contracting parties must submit the following documents to the lessor:

- The initial contract for lease purchase of existing building concluded with the lessor (original copy);
- The notarized or authenticated transfer agreement; or the original copy of the written contract transfer of the preceding transfer (if the contract has been transferred for at least two times);
- A receipt of tax payment or certification of tax exemption prescribed in the law on taxation (original copy);
- An ID card or passport applicable to the transferor being individual; or a decision on establishment or registration of establishment (certified true copy or photocopy with original copy for comparison) applicable to the transferor being organization;

b) The lessor must certify the transfer agreement within 05 working days, from the date on which the transfer agreement is received and return all received documents, including 02 certified transfer agreements (01 copy for the transferor and 01 copy for the transferee). The lessor may not collect any expenses related to the transfer. The lessor must archive a set of documents (photocopies) on contract transfer as prescribed in Point a of this Article, including 01 original copy of the transfer agreement.

5. From the date on which the transfer agreement is certified by the lessor, the transferee shall keep exercise rights and perform obligations of the lessee as agreed.

6. The procedures for the contract transfer are the same in any time of transfer.

7. The last transferee of contract for lease purchase of existing building shall be issued a certificate by the competent agency as prescribed in law on land.

8. When following the procedures for issuance of certificate, the applicant shall submit, excluding documents prescribed in law on land, the following documents:

- a) The initial contract for lease purchase (original copy);
- b) The last transfer agreement certified by the lessor (original copy).

Section 4: TRANSFER OF CONTRACTS FOR SALE OR LEASE PURCHASE OF OFF-THE-PLAN HOUSES

Article 10. Conditions for transferring contract for sale or lease purchase of off-the-plan houses

1. The purchaser of a contract for sale of an off-the-plan house or the lessee of a contract for lease purchase of an off-the-plan house may transfer such contract to another organization or individual (regardless of actual transfer) provided that the application for issuance of certificate has been not submitted to the competent agency.

2. The transferee of the lease purchase contract may transfer such contract to another organization or individual if the application for issuance of the certificate is still has been not submitted to the competent agency.

3. Regarding sales contracts or lease purchase contracts of single detached house or apartment (off-the-plan house), each detached house or apartment shall be transferred separately; regarding sales

contracts or lease purchase contracts of multiple detached houses or apartments, all houses apartments shall be transferred.

Article 11. Conditions for transferring contract for sale or lease purchase of off-the-plan buildings

1. Procedures of transferring contracts for sale of off-the-plan houses shall be prescribed in law on housing.
2. Procedures of transferring contracts for lease purchase of off-the-plan houses shall be prescribed in Article 9 of this Decree. Transfer agreement of contract for lease purchase of off-the-plan houses shall use the form No. 07 prescribed in Appendix issued herewith.
3. The last transferee of the contract for lease purchase of off-the-plan house shall be issued a certificate by the competent agency as prescribed in law on land.
4. When following the procedures for issuance of certificate, the applicant shall submit, excluding documents prescribed in law on land, the following documents:
 - a) The initial contract for lease purchase (original copy);
 - b) The last transfer agreement certified by the lessor (original copy).

Section 5: Procedures for transfer of the whole or a part of a real estate project

Article 12. Procedures for transfer of the whole or a part of a real estate project decided by the People's Committee of province or district (under decision on investment policies, decision on investment or acceptance of investment)

Procedures for transfer of the whole or a part of a real estate project which the People's Committee of province or district decides to give to another investor as follows:

1. The investor being transferor shall send an application for transfer of the whole or a part of the project to the People's Committee of the province where the project is located or to the body which is authorized by the People's Committee of the province, in particular:
 - a) Service of Construction, in case of the project of new urban area and housing development;
 - b) A specialized service prescribed by the People's Committee of the province, in case of other type of project of real estate.
2. An application for transfer of the whole or a part of a project contains:
 - a) An application form for transfer of the whole or a part of the project sent by the transferor using form No. 08a and 08b prescribed in Appendix issued herewith;
 - b) Documents on the whole project or the part to be transferred include:
 - An investment permit or an investment acceptance issued by the competent agency (certified true copy);
 - A decision on approval for the project, a 1/500 detailed planning or a master plan (certified true copy);
 - A certificate of the whole project or the part to be transferred (certified true copy).
 - c) A report on the process of project execution until the transfer time by the transferor using the form No. 09a and 09b prescribed in Appendix issued herewith.
 - d) Documents of the investor being transferee include:
 - An application form for receiving transfer of the whole or the part of the project using form No. 10a and 10b prescribed in Appendix issued herewith;
 - A certificate of business registration containing real estate business line or a certificate of enterprise registration whose charter capital is compliant with Article 3 of this Decree (certified true copy), unless the foreign investor has not established an economic organization as prescribed in law on investment;
 - Proven document on owner's equity as prescribed in law on investment and land. With respect to an operating enterprise, if there is no proven document on owner's equity as prescribed in law on investment and land, it is required a certification issued by an independent audit organization or a financial statement whose owner's equity is audited at the latest year (the year in which the contract is transferred or the previous year of such year); with respect to a new enterprise, if its capital is in the form of money in VND or foreign currency, the commercial bank where such enterprise opened its account shall certify the amount of deposit balance of the enterprise, if its capital is in the form of assets, a certificate of assessment of the assets' value of the enterprise issued by a competent assessing organization is required.
3. Within 30 days from the day on which the satisfactory application is received, the central agency prescribed in Clause 1 of this Article shall consult with the Services of Planning and Investment,

Service of Finance, Service of Natural Resources and Environment, Service of Construction, Department of Taxation and specialized Service shall carry out the assessment as prescribed in Article 14 of this Decree and request the People's Committee of the province to decide the transfer permit. If the application is rejected, the People's Committee of the province or the body which is authorized by the People's Committee of the province shall provide the transferor with explanation.

4. Within 30 days from the day on which the decision on permission for project transfer is made by the competent agency (using the form No. 11 prescribed in Appendix issued herewith), contracting parties must finish the signing of transfer contract and project transfer. The transferee must keep executing the project or the part being transferred. The transferee must transfer all documents of the whole project or documents of the part being transferred, transfer note and list of documents to the transferee.

Before carrying out the transfer, the transferor must notify all their clients (if any) and announce by means of mass media before 15 days (at least 03 consecutive issues of a newspaper published in the locality or a local television station or a website of the central agency (if any) in terms of the transfer, rights and interests of clients and relevant entities). If any client or relevant entity wonders their rights and interests involved in the project or the part being transferred, the transferor is required to provide feedback before signing the transfer contract.

5. The transfer of land use rights of the project or the part being transferred shall comply with law on land.

Article 13. Procedures for transfer of the whole or a part of a real estate project decided by the Prime Minister (decision on investment policies, decision of investment or investment acceptance)

Procedures for transfer of the whole or a part of a real estate project which the Prime Minister decides to give to another investor as follows:

1. The investor being transferor shall send an application for transfer of the whole or a part of the project prescribed in Clause 2 of Article 12 of this Decree to the People's Committee of the province where the project is located.

2. Within 45 days from the day on which the satisfactory application is received, the People's Committee of the province shall consult with the Ministry of Planning and Investment, Ministry of Finance, Ministry of Natural Resources and Environment, Ministry of Construction, specialized Ministries, and assessment organization prescribed in Article 14 of this Decree and request the Prime Minister to decide the transfer permit.

3. Other contents of transfer of the whole or a part of a real estate project decided by the Prime Minister shall comply with procedures prescribed in Article 12 of this Decree.

Article 14. Assessment and opinions about documents on transfer of the whole or a part of the project

1. Contents of assessment and opinions about documents on transfer of the whole or a part of the project include:

a) The application for transfer of the whole or a part of the project prescribed in Clause 2 of Article 12 of this Decree;

b) Requirements applicable to the whole project or the part being transferred prescribed in Clause 1 Article 49 of the Law on real estate trading;

c) Requirements applicable to the transferor prescribed in Clause 2 Article 49 of the Law on real estate trading;

d) Requirements applicable to the transferee prescribed in Clause 3 Article 49 of the Law on real estate trading and legislation on land.

2. The central agency in charge of assessment prescribed in Clause 1 of Article 12 and authorities consulted about the application prescribed in Clause 3 of Article 12 and Clause 2 of Article 13 of this Decree shall give opinions about contents prescribed in Clause 1 of this Article, which specifies opinions about the project or part of project eligible for transfer. If the application is rejected, the central agency in charge of assessment and the consulted authorities shall provide the transferor with explanation.

Chapter III

IMPLEMENTATION

Article 15. Implementation

1. This Decree comes into force from November 1, 2015.

2. This Decree replaces Decree No. 153/2007/ND-CP dated October 15, 2007 of the Government providing guidance on the Law on real estate trading 2006.

Article 16. Transitional regulations

1. Any operating real estate enterprise failing to satisfy requirement pertaining to legal capital prescribed in this Decree is entitled to keep operating, provided that it must satisfy such requirement within 01 year from July 1, 2015.

2. Any real estate project which is received the investment decision, land allocation, land lease, or permit for project transfer and any contract for transfer, sale, lease, or lease purchase of real estate concluded before July 1, 2015 shall not be required to re-follow the procedures prescribed in the Law on real estate trading No. 66/2014/QH13.

3. Every contract for sale, transfer, lease, lease purchase of real estate, transfer of project, and every transfer agreement concluded before the effective of this Decree shall remain their validity and it is not required to comply with templates of contract and procedures prescribed in this Decree.

Article 17. Implementation

Ministers, Heads of ministerial-level agencies. Heads of Governmental agencies, Presidents of People's Committees of central-affiliated cities and provinces and real estate enterprises, and relevant organizations or individuals shall implement this Decree./.

**ON BEHALF OF THE GOVERNMENT
PRIME MINISTER**

Nguyen Tan Dung

APPENDIX

(Issued together with Decree No. 76/2015/ND-CP dated September 10, 2015 of the Government)

No.	Description
Form No. 01	Contract for sale of existing buildings (off-the-plan buildings)
Form No. 02	Contract for lease of existing buildings (off-the-plan buildings)
Form No. 03	Contract for lease purchase of existing buildings (off-the-plan buildings)
Form No. 04a	Contract for transfer of land use rights
Form No. 04b	Contract for lease (sublease) of land use rights
Form No. 05	Contract for transfer of the whole project (a part of the project)
Form No. 06	Written transfer of the contract for lease purchase of existing buildings
Form No. 07	Written transfer of contracts for lease purchase of off-the-plan buildings
Form No. 08a	Application form for transfer of the whole project
Form No. 08b	Application form for transfer of a part of the project
Form No. 09a	Report on the progress of project execution
Form No. 09b	Report on the progress of execution of the project or a part of project being transferred
Form No. 10a	Application form for receiving transfer of the whole project
Form No. 10b	Application form for receiving transfer of a part of project
Form No. 11	Decision on permission for transfer of project (or a part of project)

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

.....[Location].....[date].....

CONTRACT FOR SALE OF EXISTING BUILDINGS (OFF-THE-PLAN BUILDINGS)

No. .../HD

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Civil Code dated.....;

Pursuant to the Government's Decree No./2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases;

We are:

I. SELLER OF BUILDING (hereinafter referred to as Seller):

- Enterprise's name:
- Address:
- Certificate of enterprise registration/certification of business registration:
- Enterprise identification number:
- Legal representative: Position:
- Phone number:
- Account number (if any): At (bank):
- TIN:

II. BUYER OF BUILDING (hereinafter referred to as Buyer):

- Mr./Mrs.:
- ID (passport) number: Date of issue:....., place of issue
- Permanent residence:
- Address:
- Phone number: Fax (if any):
- Account number: At (bank):
- TIN:

We hereby reach a consensus on concluding a contract for sale of a building with the following terms and conditions:

Article 1. Building

1. Type (villas, apartments, detached houses, buildings other than housing, namely office buildings, hotels, etc.):

2. Location:

(specify project's name, building's name, and land plot's name according to the approved planning in case of a contract for sale of off-the-plan building).

3. Planning in connection with the building:

4. Scope of building:

- Total floor area:m²
- Total usable area:m², in which:

Private area:m²

Common area (if any):m²

Origin of land (being allocated, recognized or leased):

(specify contract number, date of signing of land lease, lease period from ... to ... in case of land lease).

5. Characteristics, utilities and quality of the building; information about each utility and general use area if the building is a mixed-use building or an apartment building.
6. Conditions of infrastructural constructions and services related to the building.
7. Legal documents of project, documents on ownership rights of building, land use right and other documents related to the investment in building construction.
8. In case of a contract for sale of off-the-plan housing, it is required to specify number and date of guarantee contract of housing, number of the document issued by the Service of construction in terms of sale of off-the-plan housing; and copies thereof.
9. Restrictions on ownership rights and right to enjoyment of the building (if any).
10. Other

Article 2. Price

Selling price: VND

(In words:).

This price comprises value of land use rights, VAT (if the seller is subject to VAT) and maintenance fees (if any)

(the floor area shall be determined according to carpet area if selling price is unit price of m² applies)

Article 3. Payment method and deadline

1. Payment method: Payment shall be made in VND and in the form of (in accordance with law on payment):

2. Deadline for payment:

a) Lump sum payment on [date] (or within days, from the date on which this contract is signed).

b) Installments

- First:

- Second:

.....

3. In case the purchase of an off-the-plan building is paid by installments, Article 57 of the Law on real estate trading in 2014 shall apply as follows:

a) The off-the-plan real estate sale or lease purchase shall be paid by installments, the initial installment do not exceed 30% of the contract value, the next installments shall be conformable with real estate construction progress provided that total installment does not exceed 70% of the agreement value if the building has been not transferred to clients; if the seller or the lessor is a foreign-invested enterprise, the total installment does not exceed 50% of the agreement value;

If the Buyer or the Lessee has been not granted the Certificate, the Seller or the Lessor shall not collect payment not exceeding 95% of the contract value from the Buyer or the lessee; the remaining value shall be paid when the Buyer or the Lessee is granted the Certificate by competent agencies.

b) The investor must use the option fee given by clients for proper purpose as committed.

Article 4. Deadline for handover and receipt of building and enclosed documents

1. The Seller must hand over the building and its installed equipment and machinery, and legal documents related to the building prescribed in Article 1 of this contract to the Buyer within ... days, from the date on which the Buyer has paid full payment of the building (unless otherwise agreed). The handover of building shall be made in a record with both parties' signatures.

2. If the Buyer wishes to transfer the contract for sale of the off-the-plan housing even though it has not taken handover of the off-the-plan housing from the investor (Buyer), the two parties shall follow the procedures for contract transfer prescribed in Article ... of Decree No. ... The lessor may not collect any charges relating to the contract transfer if it has given consent to the contract transfer.

3. Other

Article 5. Warranty (in accordance with Article 20 of the Law on real estate trading)

1. The Seller must provide a warranty for the sold building. If the building is under warranty, the Seller may request entities that build constructions or provide equipment for the building to take responsibility for warranty as prescribed in law on construction.

2. Warranty period: (in accordance with laws on construction and housing).

3. Expiration of warranty period:.....

4. Other:

Article 6. Rights and obligations of Seller

1. Rights of Seller (in accordance with Article 21 of the Law on real estate trading), in particular:

- a) Request the Buyer to receive the building by the deadline specified in Article 4 of this contract;
- b) Request the Lessee to pay off the total amount by the deadline and the method in Article 3 of this contract;
- c) Request the Buyer to cooperate in completion of procedures for sale by the agreed deadline (procedures for payment, finance, documents, etc.);
- d) Do not hand over the building if the total amount is not paid off, unless otherwise agreed;
- dd) Request the Buyer to compensate for damage caused by the Buyer's fault;
- e) Other rights

2. Obligations of Seller (in accordance with Article 22 of the Law on real estate trading), in particular:

- a) Notify the Buyer of restrictions on ownership of the building (if any);
(In case of sale of off-the-plan housing, the following agreement shall be discussed: The Seller must construct housing in conformity with design and by category of interior and exterior building materials on which the parties have agreed; notify the Buyer of housing construction progress and ensure the completion of the construction on schedule as agreed; enable the Buyer to inspect the construction of housing on request).
- b) Keep the building in good condition during the period prior to handover to the Buyer;
- c) Follow procedures for building sale as prescribed in regulations of law;
- d) Transfer the building to the Buyer by the deadline with quality and other conditions as specified in Article 4 of this contract and ensure its quality; hand over the Certificate and related documents under the contract;
- dd) Provide warranty on the sold building as prescribed in Article 5 of this contract;
- e) Pay compensation for damage at its faults;
- g) Fulfill financial obligations to the State as prescribed in regulations of law (land levies and other fees and charges, etc.);
- h) In case of sale of off-the-plan housing, the Seller must provide information about construction progress, spending of option fees, and enable the Buyer to inspect the construction work;
- i) The investor shall implement regulations on guarantee in sale of off-the-plan housing for the Buyer in accordance with the Law on real estate trading and credit.
- k) Other obligations agreed upon by both parties:

Article 7. Rights and obligations of Buyer

1. Rights of Buyer (in accordance with Article 23 of the Law on real estate trading):

- a) Request the Seller to complete procedures for building sale by the deadline specified in the contract;
- b) Request the Seller to hand over the building by the deadline with quality and other conditions specified in the contract; hand over the Certificate and related documents under the contract (similar to Clause 2 Article 6 of this contract);
- c) Request the Seller to provide warranty on the sold buildings as prescribed in Article 5 of this contract;
- d) Request the Seller to pay compensation for damage caused by the building are not handed over on schedule with quality and other commitment specified in the contract;
- dd) In case of sale of off-the-plan housing, the Buyer may request the Seller to provide information about construction progress, spending of option fees, and enable the Buyer to inspect the construction work;
- e) Other rights:

2. Obligations of Buyer (in accordance with Article 24 of the Law on real estate trading)

- a) Pay off the total amount for the building sale by the deadline and method in Article 3 of this contract;
- b) Take handover of housing together with the Certificate of land, ownership of land and property on land and related documents by the agreed deadline as specified in Article 4 of this contract;

- c) Cooperate with the Seller in completion of procedures for sale by the agreed deadline:.....
- d) Pay compensation for damage at its faults;
- dd) Other obligations:

Article 8. Liabilities for breaches of contract

Both parties shall agree on breaches of contract for which they are liable (Buyer: Late payment of housing purchase, failure to take handover of housing; Seller: Late handover of housing, inferior construction quality, etc.).

Article 9. Penalties for breaches of contract

Both parties shall agree upon penalties for breaches of contract.

Article 10. Cases of contract termination or cancellation and measures

1. This contract will terminate in one of the following cases:

-

2. Cases of contract cancellation:

-

3. Measures for contract termination and cancellation.

4. Other

Article 11. Dispute settlement

Any difference in interpretation of this contract shall be discussed and negotiated by the both parties. In case they fail to reach an agreement, whether court or arbitration proceedings shall be chosen for settlement as prescribed.

Article 12. Effective date of contract

1. This contract comes into force from (or from date on which it is notarized by notary or authenticated by the People’s Committee if required by law).

2. This contract shall be made in ... copies with equal value, each party shall keep ... copy/copies, ... copy/copies shall be kept in tax authority, ... and ... Lessee (in be kept in the agency competent to issue certificate of land use right and ownership right of building./.

SELLER
(Signature, full name, position of signatory,
seal)

BUYER
(Signature, full name, position of signatory,
seal)

Notarization and authentication of competent authorities

Form No. 02

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

[Location] ..., [date] ...

CONTRACT FOR LEASE OF EXISTING BUILDING (OFF-THE-PLAN BUILDING)

No. .../HD

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Civil Code dated.....;

Pursuant to the Government's Decree No./2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases;

We are:

I. LESSOR OF BUILDING (hereinafter referred to as Lessor):

- Enterprise’s name:

- Address:

- Certificate of enterprise registration/certification of business registration:
- Enterprise identification number:
- Legal representative: Position:
- Phone number:
- Account number (if any): At (bank):
- TIN:

I. LESSEE OF BUILDING (hereinafter referred to as Lessee):

- Mr./Mrs.:
- ID (passport) number: Date of issue:/...../..... Place of issue:
- Permanent residence:
- Address:
- Phone number: Fax (if any):
- Account number: At (bank):
- TIN:

We hereby reach a consensus on concluding a contract for lease of a building with the following terms and conditions:

Article 1. Building

1. Type:
2. Location:
3. Current condition:
4. Area of building:
 - Total floor area:m²
 - Total usable area:m², in which:
 - Private area:m²;
 - Common area (if any):m²
5. Installed equipment and machinery:

Article 2. Rent

1. Month's rent/ year's rent: VND
- (In words:).

The rent comprises: expenditures on maintenance, operation of the building and taxes payable to the State as prescribed by the Lessor (agreed upon by both parties).

2. Expenditures on electricity, water, telephone and other services shall be paid by the Lessee to providers thereof.
3. Other

Article 3. Payment method and deadline

1. Payment method: The payment shall be made in VND and in the form of (cash or bank transfer)
2. Deadline for payment:

Article 4. Deadline for lease, handover and receipt of building and enclosed documents

1. Lease period:
2. Handover time: [date] ...
3. Enclosed documents:

Article 5. Rights and obligations of Lessor

1. Rights of Lessor (in accordance with Article 26 of the Law on real estate trading):
 - a) Request the Lessee to take the handover of the building by the deadline specified in Article 4 of this contract;

- b) Request the Lessee to pay off the total amount by the deadline and the method in Article 3 of this contract;
- c) Request the Lessee to preserve and use the building in suitable with the current condition specified in Article 1 of this contract;
- d) Request the Lessee to pay compensation for damage or repair damage at the Lessee's fault;
- dd) Renovate or upgrade leased building with the consent of the Lessee, but without interfering with the use of the building by the Lessee;
- e) Unilaterally terminate performance of the agreement as prescribed in Clause 1 Article 30 of the Law on real estate trading;
- g) Request the Lessee to return the building upon expiry of the lease period;
- h) Other rights agreed upon by the parties *(in accordance with regulations of law and social ethics)*
.....

2. Obligations of Lessor (in accordance with Article 27 of the Law on real estate trading)

- a) Hand over the building to the Lessee under agreement and instruct the Lessee to use the building properly according to their utilities and design as prescribed in Article 1 of this contract;
- b) Ensure that the Lessee may use buildings stably within the lease duration;
- c) Maintain and repair buildings periodically or under agreement; if the Lessor fails to maintain or repair the building leading damage for the Lessee, the Lessor shall pay damages;
- d) Do not unilaterally terminate the agreement if the Lessee fulfills his/her contractual obligations, unless the Lessee agrees to termination the agreement;
- dd) Pay compensation for damage at its faults;
- e) Fulfill financial obligations to the State as prescribed in regulations of law;
- g) Other obligations agreed upon by both parties

Article 6. Rights and obligations of Lessee

1. Rights of Lessee (in accordance with Article 28 of the Law on real estate trading)

- a) Request the Lessor to hand over the building in suitable with the condition specified in Article 1 of this contract;
- b) Request the Lessor to provide sufficient and truthful information about the building;
- c) Exchange the building which is renting to other Lessee with the consent of the Lessor in writing;
- d) Sublet a part of total of the building, if it is agreed in the agreement or the lessor agrees in writing;
- dd) Keep renting as conditions agreed with the Lessor in case the ownership is changed;
- e) Request the Lessor to repair the building in case the building' damage is not at the Lessee's faults;
- g) Request the Lessor to pay compensation for damage at its faults;
- h) Unilaterally terminate performance of the agreement as prescribed in Clause 2 Article 30 of the Law on real estate trading;
- i) Other rights agreed upon by both parties

2. Obligations of Lessee (in accordance with Article 29 of the Law on real estate trading)

- a) Preserve and use buildings properly with their utilities, design and agreement specified in Article 1 and agreement in the contract;
- b) Pay off the total amount for the building sale by the deadline and method in Article 3 and Article 4 of this contract;
- c) Use the building properly and repair damage at its faults;
- d) Return the building to the Lessor as specified in Article 4 of the contract;
- dd) Do not renovate or demolish the building without the consent of the Lessor.
- e) Pay compensation for damage at its faults;
- g) Other obligations agreed upon by both parties

Article 7. Liabilities for breaches of contract

- 1. Liabilities of the Lessor in case of breaches of contract
- 2. Liabilities of the Lessee in case of breaches of contract

3. force majeure events: The Lessee or Lessor shall not be considered breaches of contract and incur penalties therefor and liability for compensation for damage if the late fulfillment of obligations or failure to fulfill obligations as agreed due to force majeure events, namely natural disaster, war, conflagration, changes in regulations of law, and other cases not at parties' faults.

4. Other:

Article 8. Penalties for breaches of contract

agreed upon by both parties:

Article 9. Cases of contract termination or cancellation and measures

1. This contract will terminate in one of the following cases:

-
-

2. Cases of contract cancellation:

-
-

3. Measures for contract termination and cancellation:

4. Other:

Article 10. Dispute settlement

Any difference in interpretation of this contract shall be discussed and negotiated by the both parties. In case they fail to reach an agreement, whether court or arbitration proceedings shall be chosen for settlement as prescribed.

Article 11. Effect of contract

1. This contract comes into force from ... (or from the date on which it is notarized or authenticated in case that an individual leases a building with a lease period of 06 months or longer).

2. This contract is made in ... copies with equal value. Each party will keep ... copy(ies), and ... copy(ies) will be kept at the tax authority./.

LESSOR
(Signature, full name, position of signatory,
seal)

LESSEE
(Signature, full name, position of signatory,
seal)

Notarization and authentication of competent authorities

Form No. 03

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

[Location] ..., [date] ...

CONTRACT FOR LEASE PURCHASE OF EXISTING BUILDING (OFF-THE-PLAN BUILDING)

No. .../HD

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Civil Code dated.....;

Pursuant to the Government's Decree No. /2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases.

We are:

I. LANDLORD/SELLER OF BUILDING (hereinafter referred to as Landlord/Seller):

- Enterprise's name:
- Address:
- Certificate of enterprise registration/certification of business registration:

- Enterprise identification number:
- Legal representative: Position:
- Phone number:
- Account number (if any): At (bank):
- TIN:

II. TENANT/BUYER OF BUILDING (hereinafter referred to as Tenant/Buyer):

- Mr./Mrs.:
- ID (passport) number: Date of issue:/...../..... Place of issue:
 - Permanent residence:
 - Address:
 - Phone number: Fax (if any):
 - Account number (if any): At (bank):
 - TIN (if any):

We hereby reach a consensus on concluding a contract for lease purchase of a building with the following terms and conditions:

Article 1. Building

1. Type of building (villas, apartments; detached houses, buildings other than housing, namely office buildings, hotels, etc.):
2. Location:
(specify project's name, building's name, and land plot's name according to the approved planning in case of a contract for lease purchase of off-the-plan building).
3. Planning in connection with the building:

4. Scope of building:

- Total floor area:m²
- Total usable area:m², in which:
Private area:m²; common area (if any):m²
- Origin of land (being allocated, recognized or leased):
(specify contract number, date of signing of land lease, lease period from ... to ... in case of land lease).

5. Characteristics, utilities and quality of the building; information about each utility and general use area if the building is a mixed-use building or an apartment building.

6. Conditions of infrastructural constructions and services related to the building.

7. Legal documents of project, documents on ownership rights of building, land use right and other documents related to the investment in building construction.

8. In case of a contract for lease purchase of off-the-plan housing, it is required to specify number and date of guarantee contract of housing, number of the document issued by the Service of construction in terms of lease purchase of off-the-plan housing; and copies thereof.

9. Restrictions on ownership rights and right to enjoyment of the building (if any).

Article 2. Gross sales price, relevant costs, payment method and deadline

Gross sales price (including rents and sales price):

Article 3. Payment method and deadline:

1. Payment method: Payment shall be made in VND and in the form of (in accordance with law on payment):

2. Deadline for payment:

- a) Lump sum payment on [date] (or within days, from the date on which this contract is signed);
- b) Installments

- First:
- Second:

.....

3. In case lease purchase of off-the-plan building is paid by installments, Article 57 of the Law on real estate trading in 2014 shall apply as follows:

a) The off-the-plan real estate sale or lease purchase shall be paid by installments, the initial installment do not exceed 30% of the agreement value, the next installments shall be conformable with real estate construction progress provided that total installment does not exceed 70% of the agreement value if the building has been not transferred to clients; if the seller or the lessor is a foreign-invested enterprise, the total installment does not exceed 50% of the agreement value;

If the Buyer or the Tenant/Buyer has been not granted the Certificate of land, ownership of land and property on land, the Seller or the Landlord/Seller shall not collect payment not exceeding 95% of the contract value from the Buyer or the Tenant/Buyer; the remaining value shall be paid when the Buyer or the Tenant/Seller is granted the Certificate of land, ownership of land and property on land by competent agencies;

b) The investor must use the option fee given by clients for proper purpose as committed.

Article 4. Deadline for handover, lease purchase and transfer of ownership rights of building

1. Deadline for handover of building is on (or within days (months), from the date on which this contract is signed).

2. Time limit for lease purchase of building is ... year(s) (... month(s)), from to

3. If the Tenant/Buyer wishes to transfer the contract for sale of the off-the-plan housing even though it has not taken handover of the off-the-plan housing from the investor (the Landlord/Seller), the two parties shall follow the procedures for contract transfer prescribed in Article ... of Decree No. ... The Landlord/Seller may not collect any charges relating to the contract transfer if it has given consent to the contract transfer.

4. After the deadline prescribed in Clause 2 of this Article, if Tenant/Buyer has fulfilled all obligations to the Landlord/Seller, the Landlord/Seller shall request competent authorities to issue a Certificate to the Tenant/Buyer unless the parties agree that the Tenant/Buyer shall complete procedures by itself.

5. Other

Article 5. Maintenance, repair of building under lease purchase contract

1. The Landlord/Seller shall repair the building for the Tenant/Buyer if it is damaged due to objective reasons without the Tenant/Buyer's faults.

2. The Tenant/Buyer must promptly notify the Landlord/Seller of damage needs to be repaired in writing. Within ... days from the date on which the notification is received, the Landlord/Seller shall cooperate with the Tenant/Buyer in repair of damage as prescribed. If the Landlord/Seller delays the maintenance or repair of the building resulting in damage to the Tenant/Buyer, it shall compensate for such damage.

3. Other

Article 6. Rights and obligations of Landlord/Seller

1. Rights of the Landlord/Seller (in accordance with Article 32 of the Law on real estate trading):

a) Request the Tenant/Buyer to take the handover of the building by the deadline specified in Article 4 of this contract;

b) Request the Tenant/Buyer to pay off the gross sales price by the deadline and the method in Article 3 of this contract;

c) Request the Ministry of Trade to cooperate in completion of procedures for lease purchase by the agreed deadline;

d) Request the Tenant/Buyer to pay compensation for damage at the Tenant/Buyer's faults during the lease purchase period;

dd) Retain the ownership of the building when the Tenant/Buyer fails to pay off full gross sales price;

e) Request the Tenant/Buyer to preserve and use the building throughout the duration of lease purchase period as agreed in the contract (the Tenant/Buyer is required to use the building properly and comply with regulations on management and use of the building);

g) Other rights

2. Obligations of the Landlord/Seller (in accordance with Article 33 of the Law on real estate trading):

- a) Notify the Tenant/Buyer of restrictions on ownership of the building (if any);
(In case of lease purchase of an off-the-plan building, the Landlord/Seller must construct the building in conformity with design and by category of interior and exterior building materials on which the parties have agreed; notify the Tenant/Buyer of housing construction progress and ensure the completion of the construction on schedule as agreed; enable the Tenant/Buyer to inspect the construction of housing on request).
- b) Follow procedures for lease purchase as prescribed in regulations of law (provide the Tenant/Buyer with regulations on management and use of the building);
- c) Keep the building in good condition during the period in which it is not transferred to the Tenant/Buyer. Maintain and repair the building periodically or as agreed by the contracting parties;
- d) Hand over the building and related documents to the Tenant/Buyer by the deadline with the quality and other conditions specified in the contract;
- dd) The investor shall implement regulations on guarantee in lease purchase of off-the-plan housing for the Tenant/Buyer in accordance with the Law on real estate trading and credit;
- e) Apply for Certificate granted by competent authorities to the Tenant/Buyer upon expiry of lease purchase period and full payment of gross sale prices as agreed upon in this contract (or other agreements, etc.);
- g) Provide warranty on the building as prescribed in Article 20 of the Law on real estate trading;
- h) Pay compensation for damage at its faults;
- i) Fulfill financial obligations to the State as prescribed in regulations of law;
- k) Enable the Tenant/Buyer to assign their lease purchase contract;
- l) Other obligations

Article 7. Rights and obligations of Tenant/Buyer

1. Rights of the Tenant/Buyer (in accordance with Article 34 of the Law on real estate trading):

- a) Request the Landlord/Seller to provide sufficient and truthful information about the building as prescribed in Article 1 of this contract;
- b) Request the Landlord/Seller to hand over the building and related documents under agreement; complete the procedures for application for the Certificate when the lease purchase period expires;
- c) Sublet a part or the whole of the building or transfer the lease purchase contract;
- d) Request the Landlord/Seller to repair the building in case the building's damage not at its faults;
- dd) Request the Landlord/Seller to pay compensation for damage at its fault;
- e) Acquire ownership of the building from the date on which the Landlord/Seller receives payment in full.
- g) Other rights

2. Obligations of the Tenant/Buyer (in accordance with Article 35 of the Law on real estate trading):

- a) Preserve and use the building properly as specified in the contract;
- b) Pay off the gross sales price by the deadline and the method in Article 3 of this contract;
- c) Cooperate with the Landlord/Seller in completion of procedures for lease purchase by the agreed deadline prescribed in Article 4 of this contract;
- d) Do not renovate or demolish the building without the consent of the Landlord/Seller;
- dd) Repair damage of the building at its faults within the lease purchase period;
- e) Pay compensation for damage at its faults;
- g) Notify the Landlord/Seller of a part or the whole of the building sublease; the transfer of lease purchase contract;
- h) Other obligations

Article 8. Liabilities and penalties for breaches of contract

Both parties shall agree on breaches of contract for which they are liable (Tenant/Buyer: late payment of housing purchase, failure to take handover of housing; Landlord/Seller: late handover of housing, inferior construction quality, etc.):

Other

Article 9. Penalties for breaches of contract

Both parties shall agree upon penalties for breaches of contract.

Article 10. Cases of contract termination or cancellation and handling measures

1. This contract will terminate in one of the following cases:
2. Cases of contract cancellation:
3. Measures for contract termination and cancellation:
4. Other

Article 11. Dispute settlement

Any difference in interpretation of this contract shall be discussed and negotiated by the both parties. In case they fail to reach an agreement, whether court or arbitration proceedings shall be chosen for settlement as prescribed.

Article 12. Effect of contract

1. This contract comes into force from ... (or from the date on which it is notarized or authenticated in case that an individual leases with option to purchase a building with a lease period of 06 months or longer).
2. This contract is made in ... copies with equal value. Each party shall keep ... copy(ies), ... Lessee (in be kept in the tax authority and one copy is used for application for the Certificate of ownership./.

LANDLORD/SELLER
(Signature, full name, position of signatory,
seal)

TENANT/BUYER
(Signature, full name, position of signatory,
seal)

Notarization and authentication of competent authorities

Form No. 04a

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

.....[Location] ..., [date] ...

CONTRACT FOR TRANSFER OF LAND USE RIGHTS

No. .../HD

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Law on land dated November 29, 2013 and its guiding documents;

Pursuant to the Government's Decree No. /2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases.

We are:

I. TRANSFEROR

- Enterprise's name:
- Address:
- Certificate of enterprise registration/certification of business registration:
- Enterprise identification number:
- Legal representative: Position:
- Phone number:
- Account number (if any): At (bank):
- TIN:

II. TRANSFEREE

- Mr./Mrs.:
- Date of birth:/...../.....

ID (passport) number: Date of issue: / /

Place of issue:

- Nationality (for foreigners):

- Address:

- Phone number:

- Email:

(If the Transferee is a person, only his/her personal information shall be specified. If the Transferee is multiple persons, each person's information shall be specified. If the Transferee is a spouse or land use rights is marital property as prescribed by law, both spouses' information shall be specified. If the Transferee is an organization, its information shall be specified).

We hereby reach an consensus on the transfer of land use rights with the following terms and conditions:

Article 1. Land plot to be transferred

1. Land use rights of the Transferor to the land plot:

(land use right certificate, etc.)

2. Details:

- Land plot No.

- Map No.

- Address:

- Area: / m² (In words:))

- Method of use:

+ Private area: m²

+ Common area: m²

- Purposes:

- Land use term:

- Origin:

Restrictions on land use rights (if any):

3. Construction-related criteria of land plot:

- Density:

- Number of storeys of building work:

- Maximum height of building work:

- Other criteria according to the approved planning:

4. Building on land:

a) Land with infrastructure thereon (in case of land in the project in which infrastructure is built for transfer);

b) Feature of the building on land:(if any).

Article 2. Transfer price

Transfer price of right to use of land plot prescribed in Article 1 of this contract:VND
(In words: Vietnamese dong).

(In which:

- Transfer price of land use rights:

- Transfer price of infrastructure:

- Sale/transfer price of building or other property on land:

- VAT:

Article 3. Payment method

1. Payment method:

2. Other:

Article 4. Payment deadline

Lump sum or installment payment shall be agreed upon by the parties.

Article 5. Handover of land and registration of land use rights

1. Handover of land use rights

- a) The handover of land use rights shall be made in a record;
- b) The Transferor shall hand over legal documents on land use rights enclosed with land use rights to the Transferee:

- Original of land use right certificate;

- Copies of legal documents on land:

- Other documents as agreed:

c) Handover on site:

(In case of land transfer in a project of new urban areas, a project of housing development, a project of industrial zones' infrastructure and other projects of building infrastructure for transfer: The Transferor shall hand over connecting points of electricity supply, water supply and drainage , etc.).

2. Registration of land use rights

- a) The Transferor shall follow procedures as prescribed by law to register the land use rights for the Transferee at competent authorities as prescribed (in case of land transfer in project);
- b) Within ... days from the date on which this contract is signed, the Transferor shall register land use rights for the Transferee at competent authorities as prescribed;
- c) The Transferee shall cooperate with the Transferor in registering land use rights for the Transferee at competent authorities as prescribed;

3. Deadline for land transfer on site

4. Other:

(The parties may agree that the Transferee shall register land use rights by itself, in this case, the Transferor shall hand over necessary documents to the Transferee for procedures for registration of land use rights).

Article 6. Responsibility for paying taxes, fees

1. Taxes..... shall be at's expenses

2. Charges..... shall be at's expenses

3. Other:

Article 7. Rights and obligations of parties

I. Rights and obligations of the Transferor

1. Rights of the Transferor (in accordance with Article 38 of the Law on real estate trading):

- a) Request the Transferee to pay off the total amount on schedule with the method under the contract;
- b) Request the Transferee to receive the land on schedule specified in the contract;
- c) Request the Transferee to pay compensation for damage at the Transferee's fault;
- d) Do not hand over the land if the payment in full has not been given, unless otherwise agreed;
- dd) Other rights:

2. Obligations of the Transferor (in accordance with Article 39 of the Law on real estate trading):

- a) Provide sufficient and truthful information about the land and take responsibility for supplied information;
- b) Transfer the proper area, location and condition of land as specified in the contract to the Transferee;
- c) Register the land as prescribed in law on land and give the Certificate to the Transferee, except that the Transferee requests in writing that it shall conduct the procedures for the Certificate by itself;
- d) Pay compensation for damage at its faults;
- dd) Fulfill financial obligations to the State as prescribed in regulations of law.

e) Other obligations:

II. Rights and obligations of the Transferee

1. Rights of the Transferee (in accordance with Article 40 of the Law on real estate trading):

- a) Request the Transferor to provide sufficient and truthful information about the land;
- b) Request the Transferor to complete the procedures and give them the Certificate
- c) Request the Transferor to transfer the proper area, location and condition of land as specified in the agreement to the Transferee;
- d) Request the Transferor to pay compensation for damage at the Transferor's fault;
- dd) Acquire land ownership from the date on which the land is transferred by the Transferor,
- e) Other rights:

2. Obligations of the Transferee (in accordance with Article 41 of the Law on real estate trading):

- a) Pay off the total amount by the deadline to the Transferor with the method under the contract;
- b) Ensure the rights of a third person towards the land which is transferred;
- c) Pay compensation for damage at its faults;
- d) Construct building in accordance with regulations of law and the approved planning;
- dd) Fulfill financial obligations to the State as prescribed in regulations of law.
- e) Other obligations

Article 8. Liabilities for breaches of contract

- 1. The Transferor shall take liability for breaching the following terms:
- 2. The Transferee shall take liability for breaching the following terms:

Article 9. Penalties for breaches of contract

- 1. The Transferor shall incur penalties for any breach of contract prescribed in Clause 1 Article 8 of this contract as follows:
- 2. The Transferee shall incur penalties for any breach of contract prescribed in Clause 2 Article 8 of this contract as follows:

Article 10. Cases of contract termination

- 1. This contract will terminate in one of the following cases:
 -
 -
- 2. Cases of contract cancellation:
 -
 -
- 3. Measures for contract termination and cancellation.

Article 11. Dispute settlement

During the execution of this contract, in case of dispute, the parties shall negotiate for settlement in consideration of respect for each other's interests; in case of failure to settlement, the parties shall chose either court or arbitration proceedings as prescribed.

Article 12. Effective date of contract

- 1. This contract comes into force from (or from date on which it is notarized by notary or authenticated by the People's Committee if required by law).
- 2. This contract shall be made in ... copies with equal value, each party shall keep ... copy/copies, ... copy/copies shall be kept in tax authority, ... and ... copy(ies shall be kept in the agency competent to issue certificate of land use right and ownership right of building./.

TRANSFEROR
(Signature, full name, position, seal)

TRANSFEEE
(Signature, full name, position, seal)

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

CONTRACT FOR LEASE (SUBLEASE) OF LAND USE RIGHTS

No. .../HD

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Law on land dated November 29, 2013 and its guiding documents;

Pursuant to the Government's Decree No./2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases;

We are:

I. LESSOR (SUBLESSOR)

- Enterprise's name:
- Address:
- Certificate of enterprise registration/certification of business registration:
- Enterprise identification number:
- Legal representative: Position:
- Phone number:
- Account number: At (bank):
- TIN:

II. LESSEE (SUBLESSEE)

- Mr./Mrs.:
- Date of birth:/...../.....
- ID (passport) number: Date of issue:/...../.....
- Place of issue:
- Nationality (for foreigners):.....
- Address:
- Phone number:
- Email:

(If the Lessee is an individual, only his/her personal information is specified. If the Lessee is multiple persons, each person's information shall be specified. If the Lessee is a spouse, the spouses' information shall be both specified. If the Lessee is an organization, its information shall be specified).

We hereby reach an consensus on the lease of land use rights with the following terms and conditions:

Article 1. Land for lease (sublease)

1. Land use rights of:
(land use right certificate)

(In case of a sublease contract, information about the landlord of the land plot to be leased shall be specified)

2. Details:

- Land plot No.
- Map No.
- Address:
- Area:/.....m² (In words:.....)
- Method of use:
- + Private area: m²

- + Common area: m²
- Purposes:
- Land use term:
- Origin:
- Restrictions on land use rights (if any):

3. Construction-related criteria of land plot:

- Density:
- Number of storeys:
- Maximum height of building work:
- Other criteria according to the approved planning):

4. Building on land:

a) Land with infrastructure thereon (in case of land in the project in which infrastructure is built for transfer);

b) Feature of the building on land: (if any).

5. Rights of a third person towards the land (if any);

Article 2. Land rents:

Article 3. Payment method

- 1. Payment method:
- 2. Other:

Article 4. Payment deadline

Lump sum or installment payment shall be agreed upon by the parties.

Article 5. Purposes

- 1. Purposes of lease land use rights prescribed in Article 1 of this contract:
.....
- 2. The Lessee must use land in conformity with the purposes prescribed in Clause 1 of this Article.
- 3. Agreement on sublease:
- 4. Other

Article 6. Lease term, deadline for handover

I. Lease term:

- 1. Lease term:months (or years)
Lease term beginning from:.....
- 2. Extension of lease term:
- 3. Actions against expiry of contract for lease (sublease) of land use rights;

II. Deadline for handover of land:

- 1. Deadline for handover of land:
- 2. Enclosed legal documents:

(The parties shall agree upon conditions, procedures for handover of land, enclosed documents on lease land use rights).

Article 7. Rights and obligations of Lessor

- 1. Rights of Lessor (in accordance with Article 42 of the Law on real estate trading):
 - a) Request the Lessee to use the land for proper purposes, land-use planning, investment projects and agreement specified in the contract;
 - b) Request the Lessee to pay off the total amount by the deadline with the method under the contract;
 - c) Request the Lessee to terminate the improper land use, land destruction or land deterioration; if the Lessee has not stopped committing violations, the Lessor is entitled to unilaterally terminate the contract execution and request the Lessee return the land and pay compensation for damage;

- d) Request the Lessee to return the land when the lease term expires;
- dd) Request the Lessee to pay compensation for damage at the Lessee's fault;
- e) Other rights
- 2. Obligations of Lessor (in accordance with Article 43 of the Law on real estate trading)
 - a) Provide sufficient and truthful information about the land and take responsibility for supplied information;
 - b) Transfer the proper area, location and condition of land as specified in the contract to the Lessee;
 - c) Register the land lease;
 - d) Check and warn the Lessee about land protection and proper land use;
 - dd) Fulfill financial obligations to the State as prescribed in regulations of law.
 - e) Notify the Lessee of rights of a third person towards the land which is leased;
 - g) Pay compensation for damage at its faults;
 - h) Other obligations

Article 8. Rights and obligations of Lessee

- 1. Rights of Lessee (in accordance with Article 44 of the Law on real estate trading)
 - a) Request the transferor to provide sufficient and truthful information about the land;
 - b) Request the Lessor to transfer the proper area, location and condition of land as specified in the contract to the Lessee;
 - c) Use the leased land within agreed lease term;
 - d) Use the leased land and enjoy achievements and investment results on the leased land;
 - dd) Request the Lessor to pay compensation for damage caused at the Lessor's faults;
 - e) Right of sublease (if any);
 - g) Other rights:
- 2. Obligations of Lessee (in accordance with Article 45 of the Law on real estate trading)
 - a) Use the land for proper use, limit, and lease term;
 - b) Do not deteriorate the land;
 - c) Pay rents in full by the deadline with the method under the contract;
 - d) Comply with regulations on environment protection; do not prejudice legitimate rights and interests of surrounding land users;
 - dd) Return the land by expiry of lease term with the condition specified in the contract;
 - e) Pay compensation for damage at its faults;
 - g) Other obligations:

Article 9. Liabilities for breaches of contract

- 1. The Lessor shall take liability for breaching the following terms:
- 2. The Lessor shall take liability for breaching the following terms:

Article 10. Penalties for breaches of contract:

- a) The Lessor shall incur penalties for any breach of contract prescribed in Clause 1 Article 9 of this contract as follows:
- b) The Lessor shall incur penalties for any breach of contract prescribed in Clause 2 Article 9 of this contract as follows:

Article 11. Cases of contract termination

- 1. This contract will terminate in one of the following cases:
 -
- 2. Cases of contract cancellation:
 -
- 3. Measures for contract termination and cancellation:

.....
Article 12. Dispute settlement

During the execution of this contract, in case of dispute, the parties shall negotiate for settlement in consideration of respect for each other's interests; in case of failure to settlement, the parties shall chose either court or arbitration proceedings as prescribed.

Article 13. Effective date of contract

1. This contract comes into force from (or from date on which it is notarized by notary or authenticated by the People's Committee if required by law).

2. This contract shall be made in ... copies with equal value, each party shall keep ... copy/copies, ... copy/copies shall be kept in tax authority, ... and ... copy(ies) shall be kept in the agency competent to issue certificate of land use right and ownership right of building./.

LESSOR
(Signature, full name, position of signatory,
seal)

LESSEE
(Signature, full name, position of signatory,
seal)

Notarization and authentication of competent authorities

Form No. 05

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

.....[Location] ..., [date] ...

CONTRACT FOR TRANSFER OF THE WHOLE OF PROJECT (A PART OF PROJECT)

No. .../HD

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Government's Decree No. /2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to permission for transfer of project (or a part of project) No. ... dated ... of,

We are:

I. TRANSFEROR

- Enterprise's name:
- Address:
- Certificate of enterprise registration/certification of business registration:
-
- Enterprise identification number:
- Legal representative: Position:
- ID (passport) number: Date of issue: Place of issue:
- Phone number: Fax:
- Account number: At (bank):
- TIN:

II. TRANSFEREE

- Enterprise's name:
- Address:
- Certificate of enterprise registration/certification of business registration:
- Enterprise identification number:
- Legal representative: Position:
- ID (passport) number: Date of issue: Place of issue:

- Phone number: Fax:
- Account number: At (bank):
- TIN:

We hereby reach a consensus on concluding a contract for transfer of the whole of project (or a part of project) ... with the following terms and conditions:

Article 1. Basic information about approved project

Main information:

- Project's name:
- Area:
- Land-use planning:
- Construction planning:
- Building work (total floor area, floor area:)
- Total investment:
- Project schedule:
- Sources of fund:
- Other:

(add section 2 in terms of figures of transferred part of project in case of transfer of a part of project in a similar manner)

Article 2. Details about project progress upon the transfer of the project (or a part of project)

- Clearance:
- Construction of infrastructure:
- Construction of building work:
- Other:

Article 3. Transfer price

Article 4. Payment method and deadline

1. Payment method: (fund transfer or other forms)
2. Payment deadline:
 - First payment: VND on
 - Second payment: VND on
 - Others agreed upon by both parties;

Article 5. Deadline for handover of project (or a part of project)

1. Handover method: Documents-based handover or handover on site:
2. Deadline for handover:

Article 6. Rights and obligations of the Transferor

1. Rights of the Transferor:

Rights of the Transferee (in accordance with Article 52 of the Law on real estate trading):

- a) Request the Transferee to make full payment on schedule prescribed in the contract;
- b) Request the Transferee to take handover of the whole or a part of project on schedule prescribed in the contract;
- c) Other rights agreed upon by both parties:

2. Obligations of the Transferor

Obligations of the Transferee (in accordance with Article 52 of the Law on real estate trading):

- a) Hand over the whole or a part of project on site or all project-related documents to the Transferee; in case of failure to hand over or late handover, it must compensate for damage;
- b) Project, manage the whole of project during the time over which the transfer has been not

completed with respect to both project-related documents and project on site;

c) Notify clients and relevant parties of the project transfer;

d) Completely fulfill commitments to clients prior to the transfer of the whole or a part of project. The Transferor and the Transferee shall reach a consensus with each client on issues under responsibility of new investor without prejudice against clients' rights and interests;

dd) Other obligations agreed upon by both parties:

Article 7. Rights and obligations of the Transferee

1. Rights of the Transferee:

Rights of the Transferee (in accordance with Article 52 of the Law on real estate trading):

a) Take handover of the whole or a part of project on site and all project-related documents specified in this contract on schedule as prescribed;

b) Request the Transferor to enable and provide documents in connection with the continuing execution of the project;

c) The Transferor and the Transferee shall reach a consensus with each client on handling of interests and duties of clients after the transfer;

d) Other rights agreed upon by both parties

2. Obligations of the Transferee:

Obligations of the Transferee (in accordance with Article 52 of the Law on real estate trading):

a) Make full payment on schedule to the Transferor as specified in the contract;

b) Respect and meet rights of the Transferor and clients as agreed;

c) Take handover of the whole or a part of project on site and project-related documents on schedule as agreed;

d) Keep executing the project in accordance with the plan approved by competent authorities (on schedule, quality assurance, etc.);

dd) Other obligations agreed upon by both parties:

Article 8. Liability of contracting parties in the completion of administrative procedures relating to transfer of land use rights

(agreed upon by both parties)

Article 9. Liabilities for breaches of contract

(agreed upon by both parties)

Article 10. Penalties for breaches of contract

(agreed upon by both parties)

Article 11. Dispute settlement

(agreed upon by both parties)

Article 12. Cases of contract termination

(agreed upon by both parties)

Article 13. Effective date of contract

(agreed upon by both parties)

Article 14. Other agreements

TRANSFEROR

(Signature, full name, position, seal)

TRANSFEEE

(Signature, full name, position, seal)

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

.....[Location]..., [date] ...

WRITTEN TRANSFER OF THE CONTRACT FOR LEASE PURCHASE OF EXISTING BUILDING

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Government's Decree No./2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases.

We are:

TRANSFEROR OF CONTRACT (HEREINAFTER REFERRED TO AS PARTY A)

- Mr./Mrs.:
- ID (passport) number: Date of issue: Place of issue:
- Nationality (for foreigners):
- Address:
- Phone number:
- Email:

(If Party A is an individual, only his/her personal information is specified. If Party A is multiple persons, each person's information shall be specified. If Party A is a spouse or lease purchase contract is marital property as prescribed by law, both spouses' information shall be specified. If Party A is an organization, its information shall be specified)

TRANSFeree OF CONTRACT (HEREINAFTER REFERRED TO AS PARTY B)

- Mr./Mrs.:
- ID number: Issued by Police Authority of ... Date of issue:
- Registered permanent residence:
- Address:
- Phone number:
- Account number (if any): At (bank):

(If Party B is an individual, only his/her personal information is specified. If Party B is multiple persons, each person's information shall be specified. If Party B is a spouse or lease purchase contract is marital property as prescribed by law, both spouses' information shall be specified. If Party B is an organization, its information shall be specified)

After negotiation, we unanimously conclude a written transfer of Lease purchase contract of building with the following terms and conditions:

Article 1. Party A transfers the Lease purchase contract to Party B as follows:

1. Information about Lease purchase contract

a) Name, number, date of signing:

b) Information about Landlord/Seller:

- Company

(insert information of the Landlord/Seller as specified in the Lease purchase contract)

c) Information about Tenant/Buyer:

- Mr./Mrs.: (or Company:))

(insert information of the Tenant/Buyer as specified in the Lease purchase contract)

2. Information about building:

a) Type:

b) Other features:

c) Area:m² (as specified in the Lease purchase contract)

- d) Address:
- dd) Current condition:
- e) Gross sales price: VND (in words:)
(as specified in the Lease purchase contract)
- g) Paid amount of gross sales price VND
(In words:)
- h) Legal condition:
 - Under legal ownership rights of:
 - Legal documents:
- 3. Lease purchase period (as specified in the Lease purchase contract)
 - a) Lease purchase period:
 - b) Deadline for handover of building:

Article 2. Enclosed documents

- 1. Party A shall hand over originals and copies of the following documents to Party B:
 - a) Lease purchase contract No. ..., signed on ... and Appendices, enclosed documents of the agreement.
 - b) Financial documents in terms of payment of gross sales price
 - c) Written transfers of agreements and tax payment receipts of the previous transfers.
 - d) Copies of ID cards, passports, household record books, documents establishing marital status and other relevant documents, etc. (of transferor being individual); enterprise certifications or establishment decisions and other relevant documents, etc. (of transferor being organization).
 - dd) Other relevant documents (agreed upon by parties).
- 2. Deadline or handover of documents prescribed in this Article:
 - a) Party A shall provide Party B with documents prescribed in Clause 1 of Article 2 by the deadline (at the location):
 - b) The parties shall make a record of such handover. The handover record is an integral part of this written transfer.
- 3. Party A shall take responsibility for the legality and truthfulness of the documents to be handed over to Party B.

Article 3. Transfer price of contract, deadline and methods of payment

- 1. Transfer price: VND
(In words:)
The transfer price comprises:
 - a) Amount paid to Landlord/Seller (company ...) according to the lease purchase contract until the time at which the written transfer is signed (enclosed with invoices and receipts): VND(in words ...), equivalent to ... % of the value of lease purchase contract which is signed;
 - b) Other paid amounts (enclosed with invoices and receipts): VND(in words)....);
 - c) Amount of difference payable to Party A except for the above-mentioned amounts: VND(in words):
- 2. Payment method:
 - a) Currency of payment: Vietnamese dong;
 - b) Options for methods of payment: fund transfer or in cash; options for methods of payment shall be agreed by parties and they shall apply that option on their own responsibility.
- 3. Payment deadline: (agreed upon by both parties)

Article 4. Responsibility for paying taxes, fees

Taxes and fees on transfer of lease purchase contract, by this written transfer, shall be at Party ...'s expenses.

Other agreements: ...

Article 5. Certification of transfer of lease purchase contract and handover of building

1. The transfer of lease purchase contract and handover of building shall be certified in accordance with Clause 4 Article 9 of Decree No./2015/ND-CP dated, 2015 of the Government on guidelines for the Law on real estate trading;
2. The written certification of transfer of lease purchase contract of the Landlord/Seller (company) is a basis for parties to complete the transfer of lease purchase contract and is an integral part of this written transfer. Each Party shall keep an original of certification of the Landlord/Seller (company ...)
3. From the time in which the written certification of transfer of lease purchase contract is issued by the Landlord/Seller (company ...):
 - Party A terminates all transactions with the Landlord/Seller (company) and Party B will directly conduct transactions with the Landlord/Seller (company) to keep executing the lease purchase contract.
 - All rights and obligations of Party A in the lease purchase contract and results of contract execution are transferred to Party B; Party B inherits those rights and obligations and results.
 - Party A terminates all rights and obligations in the lease purchase contract; Party B terminates all rights and obligations of the Tenant/Buyer in the lease purchase contract.
 - Party B becomes the Tenant/Buyer in the lease purchase contract.
 - Party A and Party B fulfill commitments in this written transfer on its own responsibility; the Landlord/Seller (company ...) shall not jointly incur any legal liability for commitments in this written transfer between Party A and Party B.
4. Handover of building
 - a) Party A shall hand over the building to Party B within ... days from the date on which the Landlord/Seller (company ...) confirms the transfer of lease purchase contract.
 - b) The handover shall be made in record.
 - c) The parties shall carry out the handover of building for itself on its own responsibility as agreed.
 - d) *(Other agreements)*

Article 6. Rights and obligations of parties

1. Rights and obligations of Party A:
 - a) Request Party B to make full payment on schedule as prescribed in Article 3 of this document;
 - b) Commit to take responsibility for the lease purchase contract as prescribed in Article 1 of this document: No dispute, the building is not put up as collateral and transferred to a third person;
 - c) Provide Party B with documents prescribed in Article 2 of this document and other relevant documents as agreed;
 - d) Cooperate with Party B in completing procedures for contract transfer at notaries and certification of contract transfer at the Landlord/Seller (company ...);
 - dd) Provide Party B with receipts certifying the fulfillment of financial obligations related to the transfer as prescribed;
 - e) Provide Landlord/Seller (company ...) with necessary documents to certify the contract transfer;
 - g) Terminate rights and obligations in connection with the lease purchase contract as prescribed in Clause 3 Article 5 of this document;
 - h) Pay fines for breaches of agreement; compensate for damage caused to Party B
 - i) Not unilaterally terminate contract if parties fail to agree upon cases of unilateral termination of contract;
 - k) Exercise other rights and fulfill other obligations as specified in contract and regulations of law.
2. Rights and obligations of Party B:
 - a) Make full payment of contract transfer as agreed (with receipts bearing both parties' signatures or financial documents as prescribed),
 - b) Receive documents prescribed in Article 2 of this document and other relevant documents as agreed;
 - c) Exercise rights and fulfill obligations in connection with the lease purchase contract as prescribed in Clause 3 Article 5 of this document;

- d) Cooperate with Party B in completing procedures for contract transfer at notaries and confirmation of contract transfer at the Landlord/Seller (company ...);
- dd) Provide Landlord/Seller (company ...) with necessary documents to certify the contract transfer;
- e) Pay fines for breaches of agreement; compensate for damage caused to Party B;
- g) Not unilaterally terminate contract if parties fail to agree upon cases of unilateral termination of contract;
- h) Exercise other rights and fulfill other obligations as specified in contract and regulations of law.

Article 7. Other agreements

(Other issues shall be agreed by the parties in accordance with regulations of law and social ethics, and regulations in this document).

Article 8. Dispute settlement

Any difference in interpretation of this document shall be negotiated and discussed by the parties. In case of failure to negotiation, the parties may request People’s Court for settlement as prescribed.

Article 9. Effect and deadline for contract execution

This written transfer comes into force from the time in which the following conditions are fully satisfied: It has been duly signed by parties, notarized (if any), or certified by investor (company ...) in terms of the transfer.

This document shall be made in 4 copies with equal value; each party shall keep 1 copy, 1 copy shall be sent to tax authority and 1 copy shall be kept at the company (investor) ...

PARTY A
(Signature, full name, position of signatory, seal)

PARTY B
(Signature, full name, position of signatory, seal)

Notarization and authentication of competent authorities

Certification of the Landlord/Seller (insert name of company leases with option to purchase buildings)

(The Landlord/Seller of building only certifies the written transfer after the Transferee has obtained a receipt of income tax or a certification of exemption for income tax as prescribed)

Company certifies that Mr./Mrs./entity has acquired lease with option to purchase of the building as specified in the lease purchase contract No. ... *(or has obtained transfer of lease purchase contract as specified in written transfer signed on ... by Mr./Mrs. or entity ... in case of second transfer onwards), company Certifies that the transfer of lease purchase contract between Mr./Mrs./ entity and Mr./Mrs. or entity*

From the date on which this certification is signed, company will terminate transactions with Mr./Mrs./entity and directly conduct transactions with the Transferee being Mr./Mrs./entity at the address specified in the written transfer.

The Transferee is entitled to keep exercising rights and fulfilling obligations according to the lease purchase contract No. ... which is signed./.

.....[Location] ... ,[date] ...

Representative
(Signature, full name, position, seal)

Form No. 07

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

.....[Location] ... ,[date] ...

WRITTEN TRANSFER OF CONTRACT FOR LEASE PURCHASE OF OFF-THE-PLAN HOUSING

Pursuant to the Law on real estate trading dated November 25, 2014;

Pursuant to the Government's Decree No./2015/NĐ-CP dated....., 2015 on guidelines for the Law on real estate trading;

Pursuant to other legal bases.

We are:

I. TRANSFEROR OF CONTRACT (HEREINAFTER REFERRED TO AS PARTY A)

- Mr./Mrs.:
- ID (passport) number:
- Date of issue:/...../..... Place of issue:
- Nationality (for foreigners):
- Address:
- Phone number:
- Email:

(If Party A is multiple persons, each person's information shall be specified. If Party B is a spouse or lease purchase contract of off-the-plan housing is marital property as prescribed by law, both spouses' information shall be specified. If Party A is an organization, its information shall be specified)

II. TRANSFEREE OF CONTRACT (HEREINAFTER REFERRED TO AS PARTY B)

- Mr./Mrs.:
- ID number: Issued by Police Authority ... date of issue:
- Registered permanent residence:
- Address:
- Phone number:
- Account number (if any): At (bank):

If Party B is multiple persons, each person's information shall be specified. If Party B is a spouse or lease purchase contract of off-the-plan housing is marital property as prescribed by law, both spouses' information shall be specified. If Party B is an organization, its information shall be specified)

After negotiation, we unanimously conclude a written transfer of lease purchase contract of off-the-plan housing with the following terms and conditions:

Article 1. Party A transfers the contract for lease purchase of off-the-plan housing to Party B as follows:

1. Information about contract for lease purchase of off-the-plan housing

- a) Name, number, date of signing, etc.

Information about the Landlord/Seller:

- Company:
- Address:

(refer to the contract for lease purchase of off-the-plan housing)

b) Information about the Tenant/Buyer:

- Mr./Mrs.: (or Company:

Address:

(refer to the contract for lease purchase of off-the-plan housing)

2. Information about the building:

- a) Project's name:
- b) Type of housing:
- c) Area:m² (refer to lease purchase contract)
- d) Address, number:
- dd) Current condition:
- e) Gross sales price: VND (in words:

(refer to lease purchase contract)

g) Paid amount of gross sales price to the Landlord/Seller (investor): VND (in words:)

h) Deadline for payment of remaining gross sales price:

i) Deadline for handover of housing:

Article 2. Enclosed documents

1. Party A shall hand over originals and copies of the following documents to Party B:

a) Lease purchase contract No. ..., signed on ... and Appendices, enclosed documents of contract.

b) Financial documents in terms of payment of gross sales price

c) Written transfers of agreements and tax payment receipts of the previous transfers.

d) Copies of ID cards, passports, household record books, documents establishing marital status and other relevant documents, etc. (of transferor being individual); enterprise certifications or establishment decisions and other relevant documents, etc. (of transferor being organization)dd) Other relevant documents (agreed upon by parties).

2. Deadline or handover of documents prescribed in this Article:

a) Party A shall provide Party B with documents prescribed in Clause 1 of Article 2 by the deadline (at the location):

b) The parties shall make a record of such handover. The handover record is an integral part of this written transfer.

3. Party A shall take responsibility for the legality and truthfulness of the documents to be handed over to Party B.

Article 3. Transfer price of contract, deadline and methods of payment

1. Transfer price: VND

(In words:.....)

The transfer price comprises:

a) Amount paid to Landlord/Seller (company ...) according to the lease purchase contract until the time at which the written transfer is signed (enclosed with invoices and receipts): VND(in words ...), equivalent to ... % of the value of lease purchase contract which is signed.

b) Other paid amounts (enclosed with invoices and receipts): VND (in words:)

c) Amount of difference payable to Party A except for the above-mentioned amounts: VND (in words:)

2. Payment method:

a) Currency of payment: Vietnamese dong;

b) Options for methods of payment: fund transfer or in cash; options for methods of payment shall be agreed by parties and they shall apply that option on their own responsibility.

3. Payment deadline: (agreed upon by both parties)

Article 4. Responsibility for paying taxes, fees

Taxes and fees on transfer of lease purchase contract, by this written transfer, shall be at Party ...'s expenses.

Article 5. Certification of transfer of lease purchase contract

1. The transfer of lease purchase contract and handover of building shall be certified in accordance with Clause 4 Article 9 of Decree No./2015/ND-CP dated, 2015 of the Government on guidelines for the Law on real estate trading;

2. Certification of transfer of lease purchase contract by the investor is a basis for parties to complete the transfer of lease purchase contract and is an integral part of this written transfer.

3. From the time in which the transfer of lease purchase contract is certified:

- Party A terminates all transactions with the investor and Party B and directly conduct transactions with the investor to keep executing the lease purchase contract.

- All rights and obligations of Party A in the lease purchase contract and results of contract execution

are transferred to Party B; Party B inherits those rights and obligations and results.

- Party A terminates all rights and obligations in the lease purchase contract; Party B terminates all rights and obligations of the Tenant/Buyer in the lease purchase contract.

- Party B becomes the Tenant/Buyer in the lease purchase contract.

- Party A and Party B fulfill commitments in this written transfer on its own responsibility; the Landlord/Seller (company ...) shall not jointly incur any legal liability for commitments in this written transfer between Party A and Party B.

Article 6. Rights and obligations of parties

1. Rights and obligations of Party A:

- a) Request Party B to make full payment on schedule as prescribed in Article 3 of this document;
- b) Commit to take responsibility for the lease purchase contract as prescribed in Article 1 of this document: No dispute, the building is not put up as collateral and transferred to a third person;
- c) Provide Party B with documents prescribed in Article 2 of this document and other relevant documents as agreed;
- d) Cooperate with Party B in completing procedures for contract transfer at notaries and certification of contract transfer at the investor (company ...);
- dd) Provide Party B with receipts certifying the fulfillment of financial obligations related to the transfer as prescribed;
- e) Provide the investor (company ...) with necessary documents to certify the contract transfer;
- g) Terminate rights and obligations in connection with the lease purchase contract as prescribed in Clause 3 Article 5 of this document;
- h) Pay fines for breaches of agreement; compensate for damage caused to Party B;
- i) Not unilaterally terminate contract if parties fail to agree upon cases of unilateral termination of contract;
- k) Exercise other rights and fulfill other obligations as specified in contract and regulations of law.

2. Rights and obligations of Party B:

- a) Make full payment of contract transfer as agreed (with receipts bearing both parties' signatures or financial documents as prescribed);
- b) Receive documents prescribed in Article 2 of this document and other relevant documents as agreed;
- c) Terminate rights and obligations in connection with the lease purchase contract as prescribed in Clause 3 Article 5 of this document;
- d) Cooperate with Party A in completing procedures for contract transfer at notaries and certification of contract transfer on [date] at the investor (company ...);
- dd) Provide the investor (company ...) with necessary documents to certify the contract transfer;
- e) Pay fines for breaches of agreement; compensate for damage caused to Party B;
- g) Not unilaterally terminate contract if parties fail to agree upon cases of unilateral termination of contract;
- h) Exercise other rights and fulfill other obligations as specified in contract and regulations of law.

Article 7. Other agreements

(Other issues shall be agreed by the parties in accordance with regulations of law and social ethics, and regulations in this document).

Article 8. Dispute settlement

Any difference in interpretation of this document shall be negotiated and discussed by the parties. In case of failure to negotiation, the parties may request People's Court for settlement as prescribed.

Article 9. Effect and deadline for contract execution

This written transfer comes into force from the time in which the following conditions are fully satisfied: It has been duly signed by parties, notarized (if any), or certified by investor (company ...) in terms of the transfer. This document shall be made in 4 copies with equal value; each party shall keep 1 copy, 1 copy shall be sent to tax authority and 1 copy shall be kept at the company (investor)

PARTY A
(Signature, full name, position of signatory,
seal)

PARTY B
(Signature, full name, position of signatory,
seal)

Notarization and authentication of competent authorities

Certification of the investor (company's name)

(The investor only certifies the written transfer after the Transferee has obtained a receipt of income tax or a certification of exemption for income tax as prescribed)

Company certifies that Mr./Mrs./entity has acquired lease with option to purchase of the building as specified in the lease purchase contract No. ... *(or has obtained transfer of lease purchase contract as specified in written transfer signed on ... by Mr./Mrs. or entity ... in case of second transfer onwards)*, company *Certifies that the transfer of lease purchase contract between Mr./Mrs./ entity and Mr./Mrs. or entity*

From the date on which this certification is signed, company will terminate transactions with Mr./Mrs./entity and directly conduct transactions with the Transferee being Mr./Mrs./entity at the address specified in the written transfer.

The Transferee is entitled to keep exercising rights and fulfilling obligations according to the lease purchase contract No. ... which is signed./.

.....[Location] ... ,[date] ...
Representative
(Signature, full name, position, seal)

Form No. 08a

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

APPLICATION FORM FOR TRANSFER OF THE WHOLE PROJECT

To: People's Committee of province (city)

- Enterprise's name:
- Address:
- Certificate of enterprise registration No.
- Certificate of enterprise registration No.
- Legal representative: Position:
- Phone number:

Being the investor of project:

In commune district province

Hereby request to transfer the whole of project with the following:

I. GENERAL INFORMATION ABOUT PROJECT

1. Project's name:
2. Location:
3. Contents and scope:
4. Usable area:
5. Area of construction land:
6. Total investment:
7. Sources of fund:
8. Summary of project execution:

II. REASONS FOR APPLICATION FOR TRANSFER:

.....

III. PROPOSALS OF TRANSFEREE: (New investor's name; address; representative; financial situation; experience)

IV. MEASURES FOR INTERESTS AND DUTIES OF CLIENTS AND RELEVANT PARTIES:

V. COMMITMENT:

(Enclosed with report on project progress)

.....[Location].....[date].....

INVESTOR

(Signature, full name, position, seal)

Attention:

- As above;
- To be kept.

Form No. 08b

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

APPLICATION FORM FOR TRANSFER OF A PART OF PROJECT

To: People's Committee of province (city)

- Enterprise's name:
- Address:
- Certificate of enterprise registration No.
- Certificate of enterprise registration No.
- Legal representative: Position:
- Phone number:

Being the investor of project:

In commune district province

Hereby request to transfer the whole of project with the following:

I. BASIC INFORMATION ABOUT PROJECT

1. Project's name:
2. Location:
3. Contents and scope:
4. Usable area:
5. Area of construction land:
6. Total investment:
7. Sources of fund:
8. Summary of project execution:

II. THE PART OF PROJECT TO BE TRANSFERRED

1. Area:
2. Location of land plot:
3. Scope of building work:
4. Condition in progress:

III. REASONS FOR APPLICATION FOR TRANSFER:

IV. PROPOSALS OF TRANSFEREE: (New investor's name; address; representative; financial situation; experience)

V. MEASURES FOR INTERESTS AND DUTIES OF CLIENTS AND RELEVANT PARTIES:

.....
VI. COMMITMENT:

(Enclosed with report on project progress)/.

.....[Location].....,[date].....

INVESTOR

(Signature, full name, position, seal)

Attention:

- As above;
- To be kept.

Form No. 09a

Investor's name:

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

No. /

.....[Location] ..., [date] ...

REPORT ON THE PROGRESS OF PROJECT EXECUTION

To: People's Committee

1. Investor's name:

- Address:
- Representative
- Phone number

2. General information about project

- Project's name
- Location
- Decision on approval for project (written investment approval, written investment permit, etc.)
- Objectives
- Total usable area: In which:
- + Scope (area, land-use planning, land use factor, etc.)
- + Construction-related criteria (density, construction area, housing area, number of housing, etc.)
- + Total investment (specify structure of sources of fund)
- + Grand schedule and detailed schedule
- + Other

3. Legal documents:

4. Progress of project execution:

- Clearance
- Payment of land levies, land rents
- Construction of infrastructure
- Construction of housing, building works
- Schedule in progress
- Capital mobilization
- Sale of housing (or real estate trading)
- Land transfer to level-2 investors
- Others

5. Commitments to clients:

6. Rights and interests of relevant entities:

INVESTOR

Attention:

- As above;
- To be kept.

Form No. 09b

Investor's name

THE SOCIALIST REPUBLIC OF VIETNAM
 Independence - Freedom - Happiness

No. /

.....[Location]..., [date] ...

REPORT

**ON THE PROGRESS OF EXECUTION OF THE PROJECT OR A PART OF PROJECT BEING
 TRANSFERRED**

To: People's Committee

1. Investor's name:

- Address:
- Representative
- Phone number

2. General information about project and part of project being transferred:

a) General information about project

- Project's name:
- Location
- Decision on approval for project (written investment approval, written investment permit, etc.)
- Objectives
- Total usable area: In which:
- + Scope (area, land-use planning, land use factor, etc.)
- + Construction-related criteria (density, construction area, housing area, number of housing, etc.)
- + Total investment (specify structure of sources of fund)
- + Grand schedule and detailed schedule
- + Other

b) General information about part of project being transferred

- Area:
- Scope of building work:
- Schedule in progress, condition
- Legal documents
- Others

3. Legal documents:

4. Progress of project execution:

- Clearance
- Payment of land levies, land rents
- Construction of infrastructure
- Construction of housing, building works
- Schedule in progress
- Capital mobilization
- Sale of housing (or real estate trading)
- Land transfer to level-2 investors
- Others

5. Progress of execution of part of project being transferred:

- Clearance
- Payment of land levies, land rents
- Construction of infrastructure
- Construction of housing, building works
- Schedule in progress
- Capital mobilization
- Sale of housing (real estate trading)
-
- Others

6. Commitments to clients

7. Rights and interests of relevant entities

INVESTOR

(Signature, full name, position, seal)

Attention:

- As above;
- To be kept.

Form No. 10a

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

APPLICATION FORM FOR RECEIVING TRANSFER OF THE WHOLE PROJECT

To:

1. Transferee of the project

- Address:
- Registration of enterprise establishment No.
- Certificate of enterprise registration No.
- Legal representative

2. Financial situation (owner's equity, capital mobilization))

3. Experience (investment scope and capital in similar projects having been executed and being executing; number of years' experience in investment in real estate ...):

4. Apply for receiving transfer of the whole project as follows:

- Project's name:
- Investor:
- Location:
- Contents and scope:
- Usable area:
- Area of construction land:
- Total investment:

5. Commitment: If we are permitted to receive the transfer and become the project's investor, we hereby commit to:

- Plan for continuation of project execution
- Schedule
- Keep fulfilling obligations of investor to clients and relevant parties
-

.....[Location].....,[date].....

NEW INVESTOR

(Signature, full name, position, seal)

Attention:

- As above;
- To be kept.

Form No. 10b

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

APPLICATION FORM FOR RECEIVING TRANSFER OF A PART OF PROJECT

To:

1. Transferee of a part of project

- Address:
- Registration of enterprise establishment No.
- Certificate of enterprise registration No.
- Legal representative:

2. Financial situation (owner's equity, capital mobilization, etc.):

3. Experience (investment scope and capital similar projects having been executed and being executing.....; number of years' experience in investment in real estate ...):

4. Apply for receiving transfer of a part of project:

a) General information about project:

- Project's name:
- Location:
- Contents and scope:
- Usable area:
- Area of construction land:
- Total investment:

b) General information about the part of project being transferred

- Location of land plot:
- Scope of building work:
- Condition in progress:

5. Commitment: If we are permitted to receive transfer of a part of project, we hereby commit that:

- Plan for continuation of project execution
 - Schedule
 - Keep fulfilling obligations of investor to clients and relevant parties
-

.....[Location].....,[date].....

NEW INVESTOR

(Signature, full name, position, seal)

Attention:

- As above;
- To be kept.

PEOPLE'S COMMITTEE
OF PROVINCE/CITY

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

No. /QD-UBND

.....[Location].....,[date].....

DECISION

On permission for transfer of project (or a part of project)

PRESIDENT OF PEOPLE'S COMMITTEE OFPROVINCE (CITY)

Pursuant to ;

Pursuant to ;

At the request of,

DECIDES:

Article 1. Approve the transfer of project (a part of project) from company to company with the following:

1. Scope and results of project to be transferred:

a) Scope of construction of the whole project (as specified in Decision No. ...)

- Land use scope

+ Total usable area:

+ Area of construction land:

+ Area of traffic land; parks; water supply and drainage, etc.

+ Land use factor:

- Scope of construction:

+ Total floor area

+ Scope of building work:

+ Density:

- Total investment:

- Sources of fund:

- Schedule in progress:

b) Scope of part of project to be transferred (*in case of transfer of a part of project*)

c) Results:

2. Transferor of project (or a part of project):

- Enterprise's name:

- Address:

- Certificate of enterprise registration:

- Certificate of enterprise registration:

3. Transferee of project (or a part of project):

- Enterprise's name:

- Address:

- Certificate of enterprise registration/certification of business registration:

Article 2. Within 30 (thirty) days from date on which this Decision is received, the Transferor and the Transferee must conclude a transfer contract and complete the handover of the project (or a part of project) as prescribed in Article 51 of the Law on real estate trading and the Government's Decree No./2015/ND-CP dated, 2015 on guidelines for the Law on real estate trading

Article 3. Rights and obligations of the Transferor (in accordance with Clause 1 Article 52 of the Law on real estate trading)

- Transfer their rights and obligations regarding to all or a portion of the project to the transferee for

real estate trading, excluding rights and obligations which are completely fulfilled not related to the transferee and progress of such project or the portion of project;

- Transfer the related documents to the transferee; notify clients and entities related to the project or the portion of transferred project promptly, sufficiently, publicly and handle with their lawful rights and benefits;
- Cooperate with the transferee in completion of procedures for land transfer to the transferor as prescribed in law on land;
- Regarding to transfer of a portion of real estate project, the transferor may request the transferee to keep constructing the building in the transferred project on schedule and specific planning 1/500 or general ground planning; observe and promptly notify competent agencies of violations of the transferee against land use or construction;
- Fulfill financial obligations to the State as prescribed in regulations of law;
- Other rights and obligations:

Article 4. Rights and obligations of the Transferee (in accordance with Clause 2 Article 52 of the Law on real estate trading)

- Retain and exercise rights or fulfill obligations transferred from the transferor as prescribed in decision on approval for the project;
- Keep conducting the construction and business on schedule and under approved plan;
- Regarding to receiving a portion of real estate project, the transferee must meet requirements of the transferor for conformity to progress and planning of the project;
- Fulfill financial obligations to the State as prescribed in regulations of law;
- Exercise rights and fulfill obligations of a project's investor as prescribed;
- Other rights and obligations:

Article 5. Responsibilities of relevant agencies:

Article 6. (Relevant individuals and agencies consists of) shall implement this Decision./.

POSITION OF SIGNATORY
(Signature, seal)

Attention:

- As prescribed in Article 6;
-;
- To be kept:

Full name