

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

NOTARY PUBLIC OFFICE'S NO. 4, HCMC
FOR THE TRANSFEREE

**CONTRACT OF LAND USE RIGHT TRANSFER
WITH PROPERTY ATTACHED TO THE LAND LOT**

No.:/HD-MBN

At :

STREET:

WARD:

DISTRICT:

CITY:

Ex number (:)

This is certify the true copy from the original

Authentic no. Volume no. SCT/BS

March 14th , 2014

Deputy Manager of Justice Office of Tan Phu district

(Signed and sealed)

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NOTARY PUBLIC OFFICE'S NO. 4, HCMC
FOR THE TRANSFEEE

**CONTRACT OF LAND USE RIGHT TRANSFER
WITH PROPERTY ATTACHED TO THE LAND LOT**
(at number (Ex-number:))

Today, October 15th, 2009, at Notary Public's Office No.4, Ho Chi Minh City before the notary, we, the undersigned, who found ourselves have qualified acts and shall be responsible before the law for our acts as follows:

The transferer

Full name:
Date of birth:
ID card no.:
Full name:
Date of birth:
ID card no.:
Permanent address:

The Transferee

Full name:
Date of birth:
ID card no.:
Full name:
Date of birth:
ID card no.:
Permanent address:

By this contract, **The transferer** transfers **the transferee** **the entire** land use right with property attached to the land lot with the following agreements:

ARTICLE 1
CONTRACT OBJECT

The object of this contract is the use land right with the property attached to the land lot at number 221 (**ex-number:**), with the status as follows:

Land:

Land lot no.: **2**

Map sheet no.: **53 (BĐĐC)**

Area: **83.8 m2**

Private use form: **83.8 m2**

Property attached to the Land lot

Total using area: **85.32 m2**

Total construction area: **56.81 m 2**

Structure: **Brick walls, hardwood floors, roof tole.**

Floor number: **2**

2. The transferer is the one who has the right to use the land with property attached to the land lot according to:

- The land use right Certificate number issued by the People's Committee of District on, the amendment registration on December 26th, 2006, stamped.
- Included an application for house number confirmation dated of the People's Committee of

ARTICLE 2 PRICE AND PAYMENT METHODS

1. The transfer price of the entire land use right with property attached to the land lot is: **VND 2,150,000,000** (two billion one hundred and fifty million dong) - the buyer advanced the seller VND 550,000,000 (five hundred and fifty million dong), the balance of VND 1,600,000,000 (one billion six hundred million dong) shall be paid off when the ownership transfer procedures to has been finished.

2. **The transferee** pays the transferer in Vietnam dong, after the transfer contract is certified by the Notary Public's Office.

3. **The transferee** gives and **the transferer** has received enough the amount paid for transfer of land use right with property attached to the said land lot. The payment of the above amount is mutually done and responsible before the law.

ARTICLE 3 DELIVERY AND RECEIPT OF THE LAND USE RIGHT WITH PROPERTY ATTACHED TO THE LAND LOT AND PAPERS OF THE LAND USE RIGHT WITH PROPERTY ATTACHED TO THE LAND LOT.

1. **The transferer** gave and **the transferee** received the land use right with property attached to the land lot as right as the aforesaid situation, after the transfer contract is certified by the Notary Public's Office. While the land use right with property attached to the land lot has not been delivered to the transferee, **the transferer** is responsible for preserving the land use right with property attached to the land lot.

2. **The transferer** gave and **the transferee** received the original of "the certificate of land use right", after the transfer contract is certified by the Notary Public's Office.

ARTICLE 4 PAYMENT OF TAX AND FEES

Taxes and fees related to the transfer of the land use right with property attached to the land lot, including: personal income tax, stamp fees and notarial fees shall be mutually agreed to pay.

ARTICLE 5 REGISTRATION OF LAND USE RIGHT WITH PROPERTY ATTACHED TO THE LAND LOT

1. The land use right with property attached to the land lot mentioned above is transferred to the transferee, since this contract is certified by the Notary Public's Office.
 2. The transferee is responsible to complete the procedures of ownership registration for the land use right with property attached to the land lot mentioned above in the competent authorities.
- The Transferer must support, enable the transferee to complete the stamp and ownership registration procedures to the competent authorities.

ARTICLE 6 CONTRACT BREACH LIABILITY

In the course of performing the contract, if a dispute arises, the parties together to negotiate a settlement; in case the dispute cannot be resolved, either party has the right to ask the Jurisdiction Court to settle in accordance with the law.

ARTICLE 7 OTHER AGREEMENTS

The amendment, addition or cancellation of this contract must be made in writing prior to the registration of ownership and must be notarized or attested to perform.

ARTICLE 8: PARTIES' COMMITMENTS

The transferer and the Transferee are responsible to the law on the following commitments:

1. **The Transferer** is committed to:
 - a. The land use right with property attached to the land lot
 - Genuine, true to the ownership papers of the house, land use right certificate;
 - Owned, used by the Transferer;
 - Free from dispute against house ownership, land use right and inheritance (if any).
 - Free from mortgages, guarantees, assignment, offer, lease, exchange, declared as the capital of the business or perform other obligations.

- Free from being reviewed, processed by the State Agency under the law,
 - b. There is no any other documentation of ownership, land use right property attached to the land lot mentioned above;
 - c. All papers about the house ownership, land use right mentioned above are original;
 - d. Complying with the agreements with the Transferee as mentioned in this contract.
2. The Transferee is committed to:
- a. Took a look at research about the legal situation, thoroughly knew about the origins and ownership status of the land use right with property attached to the land lot mentioned above, including papers regarding rights of use, ownership, agreed to buy and no complaints whatsoever about this contract notarized;
 - b. Complying with the agreements with the Transferer as mentioned in this contract.
 - c. The area beyond the sovereignty, violate the master plans, the transferee is committed to follow the regulations of the State.
3. **Both two parties are committed that:**
- a. *The parties have reviewed research on the legal situation as well as the reality and confirm that the contract object is real and does not suggest the notary to make any verification or appraisal;*
 - b. Make the true declaration and be solely responsible for the accuracy of the personal information recorded in the contract;
 - c. As of this contract is signed, neither party can use original of ownership certificate to perform the mortgage, guarantee, purchases, gifts, exchanges, declaration as business capital or other transactions of any form until the completion of registration of ownership;
 - d. Complying with the contents agreed in the contract; If either party violates the contract leading to any damage, he/she should pay compensation to the other party or to a third party (if any).

ARTICLE 9: FINAL PROVISION

- 1. The two parties have understood the rights, obligations and legal benefits, the meaning and legal consequences of the notarization, after having heard the explanations of the notary.
- 2. The two parties have read, understood and agreed to all the terms stated in the contract before signing the contract.
- 3. This contract is made into 3 copies with the same validity, each consists of 10 pages. The Transferer keeps one copy, the Transferee keeps one copy and the Notary Public's Office No. 4, HCMC keeps one copy.

THE TRANSFERER
(sign and specify full name)
We have read and agreed
(signed)

THE TRANSFEE
(sign and specify full name)
I have read and agreed
(Signed and sealed)

NOTARY'S ATTESTATION

(The fifteen of October two thousand and nine)

At the headquarters of Notary Public's Office No. 4 Ho Chi Minh City, no. 25/5
Hoang Viet, Ward 4, Tan Binh District, Ho Chi Minh City.

I,, Notary of the Notary Public's Office No. 4, Ho Chi Minh City.

HEREBY CERTIFY

The transfer contract of the entire land use right with property attached to the land
lot located at no. (ex-umber:), made by and between:

The transferer

Full name:

Date of birth:

ID card no.:

Full name:

Date of birth:

ID card no.:

Permanent address:

The Transferee

Full name:

Date of birth:

ID card no.:

Full name:

Date of birth:

ID card no.:

Permanent address:

The parties voluntarily had the capacity for civil acts, the purpose, the content of the
contract does not violate the law, not the social ethics;

The party enjoyed has reviewed research on the legal situation as well as the reality and
confirm that the contract object is real and does not suggest the notary to make any
verification or appraisal;

The signatures in the contract are the signatures of the parties involved in contract.

This contract is made into three original copies (each copy includes 6 pages of 6),
issued:

- ☐ The transferer one original;
- ☐ The transferee one original
- ☐ One original copy is kept at the Notary Public's Office

Attestation number

Volume number:..... TP/CC-SCC/HĐGD.

NOTARY

(Signed and sealed)