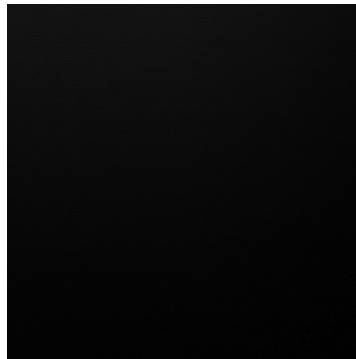


KINGDOM OF CAMBODIA

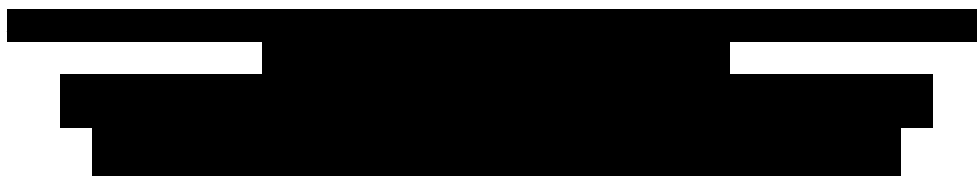
NATION RELIGION KING



HOME SALE-PURCHASE AGREEMENT

PROJECT: [REDACTED]

UNIT NUMBER: [REDACTED]



KINGDOM OF CAMBODIA

NATION RELIGION KING



HOME PURCHASE-SALE AGREEMENT

Made between:

[REDACTED]

And:

[REDACTED]

THE TWO PARTIES AGREED TO ENTER INTO THE PURCHASE-SALE AGREEMENT ON THE FOLLOWING CONDITIONS:

Article 1 : Subject Matter of the Agreement

- 1.1 This is the Agreement in which Party “A” agrees to sell and Party “B” agrees to purchase from [REDACTED] a unit of [REDACTED] Condominium Project, Unit number [REDACTED], with the gross area of [REDACTED] square meters, located at [REDACTED].

Article 2 : Condominium Price

- 2.1 Party “A” agrees to sell the Condominium as stated in Article 1 (item 1.1) to Party “B” for: USD [REDACTED]. The price after discount is USD [REDACTED].

Article 3 : Payment

- 3.1 The purchase price for the Condominium is USD [REDACTED]. Party “B” shall make full payment to Party “A” according to the payment schedule annexed hereto.
- 3.2 In the event that Party “B” is late, failing to make the payment to Party “A” for more than 5 days, Party “B” agrees to pay Party “A” a penalty of 0.2% (zero point two percent) per day out of the due amount yet no later than 60 days from the due date. If such period elapses and Party “B” still fails to make the payment on time and in full as per the payment schedule as stated in this agreement or stops purchasing this condo, the payment shall be considered non-refundable. Party “A” will not refund Party “B” such payment already made.

- 3.3 Party "B" has the right to pay the remaining balance either in installments or in a lump sum as per this Agreement at any time during the installment period with Party "A" without penalty.
- 3.4 When the condo building is completely constructed, Party "B" shall make payment of the principal of at least 30% (thirty percent) of the condo unit sale price as stated in Item 2.1 of Article 2 so that Party "A" is entitled to move in.
- 3.5 Upon the completion of the Condominium Building, Party "B", who is making the payment in installments with Party "A", agrees to transfer the payment using the loan from the partner bank recommended by Party "A".
- 3.6 In order to obtain a loan from the Bank, Party "B" agrees to transfer the co-ownership certificate from the name of Party "A" into the name of Party "B" at the expense of Party "B".
- 3.7 Party "B" agrees to pay for some other charges of the bank, such as service fees of encumbrance on the certificate of ownership, attorney services, insurance services, real estate appraisal services, bank loans, etc.

Article 4 : Construction

- 4.1 Party "A" will complete [REDACTED] within [REDACTED]. If the construction of the Condominium Building is completed before the duration specified herein, Party "A" has the obligation to notify Party "B" to inspect his/her Condominium and obtain a move-in permit. Party "B" shall comply with Party "A"'s notice and pay the remaining purchase price for the Condominium to Party "A" according to the payment schedule annexed hereto.
- 4.2 During the construction period, in the event that the construction site is inactive for up to 3 months, Party "B" has the right to temporarily suspend their monthly payment without any penalties. Once the site resumes construction, Party "B" can continue their monthly payment according to their payment schedule.
- 4.3 The Condominium is designed and furnished with the following fittings and fixtures:
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- 4.4 Party "A" shall provide electricity and water network connection for Party "B" at the expense of Party "A".

- 4.5 In the event that Party “B” needs to make any repair or alteration to the Condominium, any such work shall be subject to an approval of Party “A”. Any alteration or renovation to be undertaken to the Condominium is permitted only if it does not affect the foundation structures and exterior aesthetics of the building.
- 4.6 Where necessary, Party “A” reserves the right to make changes to some parts of the structural and interior decor plans; however, the condo unit surface area remains the same.
- 4.7 Party “A” provides Party “B” with 01-year repair warranty for free on water leakage or wall crack (from the date the company gives notice of condo unit handover-receipt).

Article 5 : Transfer of Right

- 5.1 Party “B” may, during the construction, sell or transfer the said Condominium Sale-Purchase Agreement with the written consent of Party “A” and Party “B” shall pay the transfer fee of USD 200 (two hundred US dollars) to Party “A”. The person purchasing or accepting the transfer of the Agreement from Party “B” shall abide by the entire provisions of the present Agreement.
- 5.2 Once the Condominium Building is completed, Party “A” will split the Certificate of Co-ownership for Party “B” at the expense of Party “A”. Party “A” will notify Party “B” in writing within 15 days to give time for Party “B” to inspect and accept his/her Condominium. Without the response and presence of Party “B” to carry out the inspection within the 15-day notice period, it shall be considered that Party “B” has agreed to accept it and has to pay the purchase price of the said Condominium to Party “A” according to the payment schedule annexed hereto.
- 5.3 After Party “B” has paid the full purchase price of the Condominium to Party “A”, Party “A” will cooperate to affix thumbprint on documents transferring of the name of Party “A” into the name of Party “B” with the right transfer fee to be borne by Party “B”.
- 5.4 Party “A” guarantees that the Condominium sold herein to Party “B” does belong to his/her, and it is free and clear of any pending sale, lease, transfer, donation, mortgage, prohibition or encumbrance of any nature.

Article 6 : Tax and Service Fee Payment

- 6.1 During the construction and before handing over the Condominium to Party “B”, the expenses on tax payment to the State and other service fees shall be covered by Party “A”. However, after handing over and receiving the authorization for move-in, the payment of property tax and other service fees shall become the sole responsibility of Party “B”.
- 6.2 From the date of obtaining the authorization to move in, Party “B” undertakes that Party “A” or (a company designated by Party “A”) shall be authorized to be fully responsible for the management of the Building. Party “B” shall be obliged to pay a monthly fee of USD0.90 (zero point nine US dollar) per square meter of the total area of the Unit, which is the basic standard of calculation. These services include: staff, security, sanitation, corridor lighting, lift, gym, steam, sauna, pool and jacuzzi etc.
- 6.3 Utility charges for electricity and water shall be borne by Party “B”. Party “B” agrees to pay the monthly electricity consumption fee of USD0.25 (zero point twenty-five US dollars) per kWh and the monthly water consumption fee of USD0.75 (zero point seventy-five US dollars) per cubic meter to Party “A”.
- 6.4 In the event that Party “B” owns a car and uses the parking lot in the Condominium Building, Party “B” is required to pay the parking fee to Party “A” in the amount of USD 40 (forty USD) per month per lot with free parking space provided for two motorcycles per unit. Depending on the actual economic situation, Party “A” or (a company designated by Party “A”) has the right to revise the rates by giving a one-month prior public notice.

Article 7 : Usage of Condominium

- 7.1 From the date of receipt of the authorization for move-in, Party “B” undertakes to strictly abide by the internal rules and regulations adopted by Party “A” or (a company designated by Party “A”), including order, safety, sanitation, no pets (dogs, cats, birds and other animals), no noise making, environmental pollution, no import of illegal weapons and explosives, no trafficking and use of illicit drugs, not allowed to run all kinds of casinos, shops or companies, but only for residential purposes.
- 7.2 If Party “B” rents out his/her Condominium to another customer, Party “B” shall notify Party “A” and provide a copy of the rental contract and the identity of the tenant to Party “A” before allowing the tenant to move in. Party “B” shall ensure that the tenant complies with the provisions of the present Agreement; failing to do so by the tenant, Party “B” remains fully responsible for resolving any issues that may arise.
- 7.3 Party “B” shall not carry out any alteration to the structures and exterior aesthetics of the Condominium Unit. In the event that Party “B” is paying the installment, the original standard interior structures of the Condominium Unit shall not be allowed to be altered or replaced in any manner.

Article 8 : Dispute Resolution

- 8.1 In the event of a dispute arising from this Agreement, the Parties agree to resolve it by negotiation, and if unsolved, it shall be referred to the courts of the Kingdom of Cambodia with competent jurisdiction.

Article 9 : Final Provisions

- 9.1 This Agreement shall be the law for governing the Parties hereof, [and] can be amended only with the agreement of both Parties.
- 9.2 This Agreement shall be concluded upon the completion of all the obligations of the Parties under this Agreement.
- 9.3 The Parties have read and understood all the contents from Articles 1 through 9 and are committed to strictly abiding by this Agreement and affix their thumbprints on this Agreement as proof in good faith and without coercion or threat from any individuals.
- 9.4 This Agreement shall be made in 2 copies with equal effect; 1 copy for Party “A” and 1 copy for Party “B”.
- 9.5 This Agreement shall have binding effect upon Party “A” and Party “B” from the date of thumbprinting onwards.

Made in Phnom Penh capital, 

Thumbprint of Party “B”

Thumbprint of Party “B” partner

Thumbprint of Party “A”

