

CONTRACT

FOR

TRANSFER OF A PART OF PROJECT

No.: _____

by and between

THT DEVELOPMENT COMPANY LIMITED

and

XXX

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THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, _____

CONTRACT FOR TRANSFER OF A PART OF PROJECT

No.: _____

- (A) Pursuant to the Civil Code dated 24 November 2015;
- (B) Pursuant to the Law on Land dated 18 January 2024;
- (C) Pursuant to the Real Estate Business Law dated 28 November 2023;
- (D) Pursuant to the Residential House Law dated 27 November 2023;
- (E) Pursuant to the Law on Investment dated 17 June 2020;
- (F) Pursuant to Decree No. 102/2024/ND-CP dated 30 July 2024 adopted by Government to detail some articles of Law on Land;
- (G) Pursuant to Decree No. 96/2024/ND-CP dated 24 July 2024 adopted by Government to detail some articles of Real Estate Business Law;
- (H) Pursuant to Decree No. 31/2021/ND-CP dated 26 March 2021 adopted by Government to detail some articles of Law on Investment;
- (I) Pursuant to Decree No. 95/2024/ND-CP dated 24 July 2024 adopted by Government to detail some articles of Law on Housing;
- (J) Pursuant to Decision No. 5581/QD-UBND dated 13 September 2013 of Hanoi People's Committee ("**HPC**") approving the comprehensive adjustment of detailed master plan with scale of 1/500 of Central Area of Tay Ho Tay New Town (together "**Master Plan**");
- (K) Pursuant to Regulation on Management corresponding to the comprehensive adjustment of the detailed master plan scaled 1/500 of the Central Area of Tay Ho Tay New Town approved and certified by Hanoi Authority for Urban Planning and Architecture in December 2013 (together "**Regulation on MP Management**");
- (L) Pursuant to Investment Registration Certificate/ Project Code No. 6524524427, Hanoi Authority for Planning & Investment issued the 9th adjustment on 21st March 2024 ("**THT's IRC**");
- (M) Pursuant to Decision No. 3725/QD-UBND dated 20 August 2012 of HPC on recovering of land located in Co Nhue commune and Xuan Dinh commune of Tu Liem district, and leasing this land to THT for implementing the Central Area of Tay Ho Tay New Town

Project, which has been amended by Decision No. 3009/QD-UBND dated 30 June 2015 of HPC (collectively, “**Land Lease Decision**”);

- (N) Pursuant to The Minutes of Hand-over of landmark signed on ___ by Hanoi Department of Natural Resource and Environment (“**DNRE**”) and THT (“**Minutes of Landmarks Handover**”);
- (O) Pursuant to Notification No. _____ dated ___ issued by ___ determining the unit price for annual land lease fee applicable to the lease of the Land Plot (“**Unit Price Notification**”).
- (P) Pursuant to Decision No. ___ dated _____ issued by _____ on approval of amendment to the investor _____ (“**PTA**”); and
- (Q) Pursuant to all legal documents amending the above mentioned codes and laws and other applicable laws and regulations of Vietnam; and
- (R) Pursuant to the situation of the Project, Sub-project, the demand and the implementation process of the Parties as follows:
 - (i) Under THT’s IRC, THT is the investor of the Central Area of Tay Ho Tay New Town Project (“**Project**”) or called as “**STARLAKE**” for marketing purpose;
 - (ii) Under the Master Plan as well as the THT’s IRC, Regulation on MP Management, the project to be developed on land plot coded ___ (“**Land Plot**”) is a certain part of the Project (“**Sub-project**”);
 - (iii) As per the Master Plan, the Sub-project consists of the Land Plot with the area of ___ in total which has been allocated from State Agency (as defined in SCHEDULE 1) to THT. The basic information of the Land Plot is described in ARTICLE 1 and SCHEDULE 2;
 - (iv) THT, the investor of the Project, intends to transfer and XXX (to be defined below) intends to accept the transfer of the Sub-project (“**Sub-project Transfer**”) for the implementation of the Sub-project and development of the appropriate properties/facilities on the Land Plot in compliance with the Master Plan and the Applicable Laws;
 - (v) THT and XXX - have entered into a Deposit Agreement for transfer of a part of Project No. [___] dated [___] (“**DA**”) and a Memorandum of Agreement No. [___] dated [___] (“**MOA**”) for the purpose of initiating and facilitating the procedures necessary for Sub-project Transfer as specified herein pursuant to the Applicable Laws;
 - (vi) THT and XXX was granted the decision on approval amendment to the investor by the State Agency under the PTA.

WE ARE:

I. THT DEVELOPMENT COMPANY LIMITED

Address: The Central Area of Tay Ho Tay New Town, Xuan Tao Ward, Bac Tu Liem District, Hanoi City, Vietnam.

Telephone: (84.24) 3724 5835

Facsimile: (84.24) 3724 5839

Enterprise Registration: Certificate of Enterprise Registration/Enterprise Code No. 0101864535 issued by Business Registration Office - Hanoi Authority for Planning and Investment for the 1st registration on 07 July 2011.

Bank account:

Legal Representative:

Position:

Nationality:

(hereinafter referred to as “**THT**” or “**Transferor**”)

II. XXX

Address:

Telephone:

Enterprise Registration:

Bank account:

Legal Representative:

Position:

Nationality:

(hereinafter referred to as “**XXX**” or “**Transferee**”)

(THT and XXX shall be hereinafter collectively referred to as the “**Parties**” and individually referred to as a “**Party**”).

NOW, THEREFORE, in consideration of mutual premises and covenants, the Parties hereby agree to enter into this PTC with the following terms and conditions:

ARTICLE 1. BASIC INFORMATION ON THE PROJECT AND SUB-PROJECT

1.1. Basic information on the approved Project

- Name of project: THE CENTRAL AREA OF TAY HO TAY NEW TOWN PROJECT
- Location: Tay Ho Tay area within the administrative boundary of Xuan La Ward (Tay Ho District), Nghia Do Ward (Cau Giay District) and Xuan Tao, Co Nhue 1 Wards (Bac Tu Liem District), Hanoi City.
- Land use area of the Project: about 186.569 hectares
- Land use master plan information: in accordance with Decision No. 5581/QD-UBND dated 13 September 2013 of HPC approving the comprehensive adjustment of detailed master plan with scale of 1/500 of Central Area of Tay Ho Tay New Town;
- Construction masterplan information: in accordance with Decision No. 5581/QD-UBND dated 13 September 2013 of HPC approving the comprehensive adjustment of detailed master plan with scale of 1/500 of Central Area of Tay Ho Tay New Town;
- Construction works information: in accordance with Decision No. 5581/QD-UBND dated 13 September 2013 of HPC approving the comprehensive adjustment of detailed master plan with scale of 1/500 of Central Area of Tay Ho Tay New Town;

- The total investment capital: VND 30,437,746,994,371 (thirty trillion, four hundred and thirty-seven billion, seven hundred and forty-six million, nine hundred and ninety-four thousand, three hundred and seventy-one Dong), equivalent to 1,322,387,409 USD (one billion, three hundred and twenty-two million, three hundred and eighty-seven thousand, four hundred and nine United State Dollar);
- Number and structure of the real estate products: in accordance with Decision No. 5581/QĐ-UBND dated 13 September 2013 of HPC approving the comprehensive adjustment of detailed master plan with scale of 1/500 of Central Area of Tay Ho Tay New Town;
- Project implementation schedule:
 - ❖ Stage 1 of the project with area of about 114.81 ha:
 - + Completing the compensation and site clearance: 2010 - 2018.
 - + Completing the investment and construction of technical infrastructure and land plots in Stage 1: 2028;
 - ❖ Stage 2 of the project with the land area of about 71.759 hectares:
 - + Completion of investment, construction of technical infrastructure on the entire land area of Phase 2 of the Project within 24 months as from the delivery date of the clean land area;
 - + Completion of the development of buildings on the entire land area of Phase 2 of the Project and put the same into business within 60 months as from the delivery date of the clean land area.

1.2. Basic information on the Sub-project

- Land use area of the Sub-project: ____.
- Land use master plan information: ____
- Construction masterplan information: ____
- Quantity and structure of real estate products: ____
- The total investment capital: ____
- Sub-project implementation schedule: ____

ARTICLE 2. DETAILS OF IMPLEMENTATION RESULT AT THE TIME OF SUB-PROJECT TRANSFER

- 2.1. Land clearance situation:** ____
- 2.2. Infrastructure situation:** ____
- 2.3. Construction works situation:** ____
- 2.4. Land lease fee payment to State of the Sub-project:** ____
- 2.5. Land use right certificate issuance:** ____
- 2.6. Commitment of the Transferor regarding the information about the implementation result at the time of Sub-project transfer:** ____

ARTICLE 3. LAND USE RIGHT TRANSFER

3.1. Application for New LURC

XXX shall prepare all relevant documents in relation to the application for the New LURC in cooperation with THT and take responsible for submitting the proper application dossier to obtain the New LURC within ___ months from the date of releasing the Relevant Documents from THT as stipulated in Article 7.2, unless otherwise agreed by the Parties in writing subject to the corresponding extension of the effective duration of XXX's BG.

For the avoidance of doubt, the Land Plot may be returned to the State Agency to enable the State Agency to lease out the same to XXX with the issuance of the New LURC. Notwithstanding the foregoing, such application for the New LURC shall not vitiate THT's legitimate rights and interests pertaining to the Land Lease Contract and such Land Lease Contract shall be remained valid and effective, failing which XXX shall pay and indemnify THT against any liability in respect of any fees, levies and charges including penalties which may arise from such failure.

3.2. Issuance of the New LURC

Within three (3) Working Days from the issuance of the New LURC, XXX shall immediately notify THT about the issuance and within ten (10) Working Days from the issuance of the New LURC, shall proceed with the remittance of Final Payment to THT as set forth in Article 5.2(d).

Upon the date THT has received the Final Payment from XXX in full, XXX's BG shall be terminated. For the avoidance of doubt, failure of XXX to promptly notify THT of the issuance of the New LURC and/or failure of XXX to timely pay the Final Payment to THT shall be regarded as delay of payment and subject to the interest on late payment as set forth in Article 10.1. In the event XXX has failed to fully pay the Final Payment within the time limit set forth this Article 3.2, THT shall be entitled to request the Guarantor to execute its guaranteed obligations as specified in the XXX's BG in accordance with Article 5.3.

3.3. Failure to obtain the New LURC

Notwithstanding the foregoing, in the event that the New LURC is not granted by the State Agency within the time set forth in Article 3.1 or the extended timeframe agreed by the Parties (if any), THT shall be entitled to request XXX to pay the Final Payment and XXX shall, within ten (10) Working Days from the date of receipt of such request, pay the Final Payment to THT. If XXX fails to pay such Final Payment within the said period, THT shall be entitled to request the Guarantor to execute its guaranteed obligations as specified in XXX's BG in accordance with Article 5.3.

The Parties accordingly agree that any contractual procedures in relation to the New LURC under this PTC shall be deemed completed and shall, accordingly, carry out the liquidation procedure set forth in Article 15.10, in which case XXX shall hold THT harmless against any damages, loss and/or expenses arising out of and in connection with such failure.

ARTICLE 4. TRANSFER AMOUNT

4.1. Transfer Amount

Total transfer amount which XXX shall pay to THT for receiving transfer of the Sub-project shall be **VND** _____ (*In word:* _____ *Vietnamese Dong*) (hereinafter referred to as “**Transfer Amount**”).

For the avoidance of doubt, the Transfer Amount is exclusive of the exempted land lease fee stipulated in under the State Agency’s decision with respect to the Land Plot and the aforesaid Transfer Amount shall be conclusive and final unless otherwise agreed by the Parties.

4.2. Items included in the Transfer Amount

The Transfer Amount is inclusive of the followings which have been, shall be paid or liable by THT:

- (a) costs and expenses for land compensation, site clearance and resettlement paid and payable by THT to the State Agency and the previous land users for the Land Plot prior to the Effective Date;
- (b) THT’s corporate income tax;
- (c) other outstanding taxes, levies, government fees and other financial obligations associated with the Sub-project arising prior to the Effective Date which THT has to pay to the State Agency or any third parties in accordance with the Applicable Laws; and
- (d) costs for investment, development and construction of Technical Infrastructure (as defined in SCHEDULE 1).

4.3. Items excluded in the Transfer Amount

The Transfer Amount is exclusive of the followings which have been, shall be paid or liable by XXX:

- (a) Value added tax as regulated in Applicable Law (“**VAT**”) and other related taxes, fees;
- (b) LLF set forth in Article 4.4(b) and other land-related financial obligations payable to the State Agency as from the Effective Date;
- (c) costs, fees and taxes arising from or in relation to registering and obtaining New LURC including, without limitation, the notarisation, authentication and/or certification fees of the documents pursuant to Applicable Laws;
- (d) fees, costs and taxes payable for any investment, design, construction, etc. of any facilities to be developed within the Land Plot or in the Sub-project;
- (e) management fees, maintenance fees of the Technical Infrastructure or other fees, costs and expenses which are specified in this PTC that XXX shall be obliged to pay in accordance with the THT’s regulations in relation to operation and maintenance of Technical Infrastructure (“**Urban Management Fee**”) from Effective Date as stipulated in SCHEDULE 5 of this PTC; and
- (f) other costs, fees and taxes specifically to be paid by XXX hereunder.

4.4. Land Lease Fee

- (a) The Parties have acknowledged that the land lease fee imposed by the State Agency upon the Land Plot (“LLF”) has been being paid by THT on an annual basis in accordance with the Unit Price Notification currently in force.
- (b) Unless otherwise expressly provided in this PTC, XXX shall be liable to pay the LLF and related taxes and fees from the Effective Date whereas THT shall be liable to pay the same before the Effective Date. For the avoidance of doubt, the LLF amount to be reimbursed by XXX shall be prorated based on the number of days corresponding to the payment(s) made by THT in accordance with the Applicable Laws for the period from the Effective Date (if any).

Accordingly, the LLF to be reimbursed by XXX to THT shall be calculated based on the following formula:

$$\text{LLF to be reimbursed to THT} = (A \times B \times C) / D$$

In which:

- A: the unit price for annual LLF, which is currently stipulated under the Unit Price Notification;
- B: the area of the Land Plot as stipulated in the Master Plan, i.e. ____ m²;
- C: the number of days beginning from the Effective Date, for which THT has made the payment(s) of the LLF to the State Agency; and
- D: the total number of days in the year(s) corresponding to the payment(s) of the LLF made by THT.

Whereas, the related taxes shall be reimbursed to THT based on the number of months (to be rounded) corresponding to the actual amount declared and paid by THT to the State Agencies in accordance with the Applicable Laws.

- (c) From the Effective Date onward, in the event that the LLF is re-calculated by State Agency, the payment of LLF to be applied to XXX shall be the re-calculated LLF in accordance with the decision issued by or requirements instructed by the State Agencies.

ARTICLE 5. PAYMENT SCHEDULE AND METHOD

5.1. Payment method

XXX shall make payment of any part of the Transfer Amount or any amount payable under this PTC by way of electronic transfer of funds into the THT's designated bank account. Payment shall be deemed to be received by THT only upon payment being received in THT’s bank account.

Each instalment payment of the Transfer Amount or any amount payable under this PTC to be made in line with the payment schedule as set forth in this PTC, shall be made in Vietnamese Dong.

5.2. Payment schedule

No.	Instalment	Amount	Payment Schedule
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(a)	“First Payment”	_____	Deposit Amount already paid by XXX under the DA to be automatically converted into the First Payment on the Effective Date.
(b)	“Second Payment”	_____ of the Transfer Amount	Within ten (10) Working Days from the Effective Date.
(c)	“Final Payment”	_____ of Transfer Amount	Within ten (10) Working Days from the issuance date of the New LURC or agreed timeline in case XXX fails to obtain the New LURC under the conditions and procedure as stipulated in Article 3.3 whichever is earlier.

5.3. Security for Final Payment

Within three (3) Working Days from the Effective Date, XXX shall provide THT with an original copy of the bank payment guarantee issued by one of the following banks (“**Guarantor**”): Shinhan Bank Vietnam, Woori Bank Vietnam, KEB Hana Bank, Vietcom Bank, Vietin Bank, MB Bank or BIDV Bank with the main contents as stated in SCHEDULE 6, for the purpose of securing the payment of the Final Payment with the term until the Final Payment has been made by XXX in full (“**XXX’s BG**”). The provision of XXX of the original copy of XXX’s BG to THT shall be a condition precedent to the Handover of Sub-project and release of Relevant Documents from THT to XXX as stipulated in Article 7.

- (i) The XXX’s BG shall be valid from the Handover Date to the date that XXX practically makes the Final Payment to THT. The Parties hereby agree on the term of ___ months for the first issuance of XXX’s BG with the guarantee value equal to the Final Payment.
- (ii) In case of any delays in obtaining the New LURC, XXX shall extend such term so as to maintain the continuous validity of the XXX’s BG and failing which, XXX shall hold THT harmless against any damages, loss and/or expenses arising out of and in connection with such failure to comply with this obligation. The original copy of corresponding amendment of XXX’s BG shall be provided by XXX to THT at least three (3) Working Days before the expiry date of the XXX’s BG.
- (iii) Notwithstanding the foregoing or anything implied elsewhere in this PTC all the fees and/or charges for issuing the XXX’s BG and extending its effective duration (if any) shall be solely borne by XXX.

5.4. Provision of VAT Invoice

Within ten (10) Working Days from the receipt date of payment by XXX, THT will issue and provide VAT invoices to XXX for the First Payment, Second Payment, Final Payment, the Urban Management Fee and the reimbursement of related fees/charges/taxes (if any) pursuant to the Applicable Laws.

For the avoidance of doubt, XXX shall continue fulfilling its investment and development obligations with respect to Sub-project without any change in investment

objectives/purpose to supply goods and services subject to VAT and failing which, XXX shall pay and indemnify THT against any liability in respect of any fees, levies and charges including penalties and compensations which may arise from XXX's non-compliance (if any).

ARTICLE 6. OBLIGATION OF TAXES, FEES AND COST PAYMENT

6.1 Obligation of taxes, fees and cost payment

- (a) THT bears with the taxes, fees and cost that included in the Transfer Amount as stipulated in Article 4.2 and other the taxes, fees and cost belonging to THT's responsibility clearly stated in this PTC.
- (b) XXX bears with the taxes, fees and cost that excluded in the Transfer Amount as stipulated in Article 4.3 and other the taxes, fees and cost belonging to XXX's responsibility clearly stated in this PTC.

6.2 Bank Charges

All costs related to the bank's transfer for the payment stated in this PTC shall be borne by XXX.

ARTICLE 7. SUB-PROJECT HANDOVER AND RECEIPT

7.1. Handover of Sub-project

Within five (5) Working Days from the date that (i) the Second Payment has been made as stipulated in Article 5.2(b), (ii) original copy of XXX's BG has been provided to THT as stipulated in Article 5.3, and (iii) all the interest accrued as specified in Article 10.1 has been paid (if any), the Parties shall carry out and complete the following procedure for the handover of the Sub-project in accordance with the Applicable Laws:

- (i) THT shall hand over to XXX the Sub-project on site, and shall at the same time make the minutes of the Sub-project handover signed by duly authorized representative(s) of each Party in accordance with the Applicable Laws; and
- (ii) Subsequent to the procedure set forth in Item (i) above, THT shall hand over to XXX one (1) set of notarized copy each of legal documents held by THT in relation to the Sub-project and the Land Plot which are listed at the first part of this PTC.

For the avoidance of doubt, aforementioned handover on site and conclusion of the minutes of handover as stipulated in Item 7.1 (i) shall be concurrently carried out and completed at the same day ("**Handover Date**").

7.2. Release Relevant Documents for New LURC obtainment

Subject to the compliance of XXX with Article 5.2(b) and the provision of XXX's BG as stipulated in Article 5.3, XXX shall be entitled to request THT in writing the release of the notarized copy of necessary documents ("**Relevant Documents**") as required by the State Authority for the issuance of the New LURC in accordance with Applicable Laws, and THT shall release such necessary documents together with the original copy of the

LURC to XXX within five (5) Working Days from the date of THT's receipt of the XXX's request.

ARTICLE 8. RIGHTS AND OBLIGATIONS OF THE TRANSFEROR

8.1. Rights of THT:

- a) THT has the rights stipulated in Article 43 of the Real Estate Business Law and in accordance with this PTC.
- b) THT shall be entitled to request XXX to pay the Transfer Amount and other payable amounts in full and within the agreed time limitation in accordance with this PTC.
- c) THT shall be entitled to request XXX to receive the handover of the Sub-project within the time limitation as agreed in Article 7 of this PTC.
- d) In accordance with the request from XXX and subject to the prior consent of THT in writing, THT shall afford reasonable access to XXX for the purpose of executing survey, engineering, design and other investment preparation works prior to the Handover Date.
- e) Without prejudice to the foregoing generality under Article 15.10, THT shall be entitled to request XXX to develop and implement the Sub-project in compliance with the Master Plan, Regulation on MP Management, Development Plan (as stipulated in SCHEDULE 4) and/or any amendment of the aforesaid documents and contents, subject to the approval of the State Agencies which shall be promptly informed to THT by XXX prior to submitting the application to the State Agencies for approval and after having obtained such approval and in accordance with the Applicable Laws, observe and notify State Authority of any violations of XXX (if any).
- f) THT shall be entitled to monitor, control, operate, and maintain the Technical Infrastructures and is entitled to collect the costs and/or fees required to do the same from XXX under this PTC, i.e. Urban Management Fee.
- g) THT has any other rights stipulated in the PTC and the Applicable Laws.

8.2. Obligations of THT:

- a) THT has the obligation stipulated in Article 43 of the Real Estate Business Law and in accordance with this PTC.
- b) THT shall handover the Sub-project on site and all related documents in accordance with Article 7. In case THT refuse or delay to handover the Sub-project, THT shall compensate to XXX as stipulated in Article 10.2.
- c) THT shall manage and control the Sub-project until the completion of on-site handover and document handover in accordance with Article 7.
- d) THT shall inform all related client and relevant parties regarding the Sub-project Transfer in accordance with Applicable Law.
- e) THT shall carry out its responsibilities as stated in SCHEDULE 3 – MATRIX OF RESPONSIBILITIES.

- f) THT shall construct, complete, monitor, control, operate, and maintain the Technical Infrastructures in accordance with the Master Plan. The Technical Infrastructures will be provided up to the connection points which have been installed near to the sidewalk paved along the Boundary of Sub-project (as defined in SCHEDULE 1).
- g) THT shall cooperate with XXX so as to enable XXX to obtain and register the New LURC in accordance with the Applicable Laws by providing XXX with necessary documents as per the requirements of the Applicable Laws and of the State Agency (if any).
- h) Before the completion of handover of Sub-project pursuant to Article 7, THT shall not provide any proposal to any third parties or create and/or publicize any marketing material in relation with the Sub-project and/or Land Plot in order to transfer the Sub-project and/or Land Plot in any form or method.
- i) THT shall carry out other obligations set out in this PTC and as stipulated in the Applicable Laws.

ARTICLE 9. RIGHTS AND OBLIGATIONS OF THE TRANSFEREE

9.1. Rights of XXX

- a) XXX has the rights stipulated in Article 43 of the Real Estate Business Law and in accordance with this PTC.
- b) XXX shall be entitled to receive the handover of the Sub-project, including both on site handover and relevant documents handover in accordance with this PTC and within time limitation set forth in this PTC.
- c) XXX shall be entitled to request THT to facilitate XXX to continue the development of Sub-project and provide documents related to the development of Sub-project.

9.2. Obligations of XXX

- a) XXX has the obligations stipulated in Article 43 of the Real Estate Business Law and in accordance with this PTC.
- b) XXX shall pay the Transfer Amount to THT in full and timely manner as agreed in Article 5 of this PTC.
- c) XXX shall implement all obligations to guarantee all rights and interest of THT and all clients as agreed by the Parties.
- d) XXX shall timely receive the transfer and handover of the Sub-project, including on site handover and related documents handover in accordance with agreed time limitation under this PTC.
- e) XXX shall continue the development of Sub-project in compliance with all contents approved by State Authorities (implementation progress, quality requirement, etc.).
- f) XXX shall carry out its responsibilities as mentioned in the SCHEDULE 3 - MATRIX OF RESPONSIBILITES of this PTC.

- g) Before the completion of handover of Sub-project pursuant to Article 7, XXX shall not provide any proposal to any third parties or create and/or publicize any marketing material in relation with the Sub-project and/or Land Plot in order to call for Sub-project funding or transfer the Sub-project and/or Land Plot in any form or method.
- h) XXX shall be responsible to prepare and submit the proper application dossier for the New LURC at its own cost in cooperation with THT.
- i) Without prejudice to the foregoing generality under Article 15.10, XXX shall be solely responsible for and fulfil physical construction action, commercial and financial obligations in relation to Sub-project imposed from Effective Date and its business on schedule in compliance with Applicable Laws and Development Plan prescribed in SCHEDULE 4 during XXX's operation on the Sub-project or any amendment of decision by the State Agency (if any). For the avoidance of doubt, XXX shall be responsible for applying for extension of the implementation schedule of the Sub-project and/or amendment of its investment policy decision (if any) and shall comply with the requirements specified in SCHEDULE 7 during the course of its physical construction activities.
- j) From the Effective Date onwards, XXX shall apply, obtain and maintain, at XXX's costs and expenses, all material licences, registration certificates, permits, approvals, acceptances, agreements, from State Agencies as required by Applicable Laws for the purposes of developing the Sub-project and retaining the right to use the land and/or for conducting business of products thereon in all material respects and take all risks and legal consequences pertaining thereto.
- k) XXX shall be liable to pay the Urban Management Fee, which shall be charged by THT on a regular basis from the Effective Date in accordance with SCHEDULE 5 and all amendments/supplements to the decision mentioned in SCHEDULE 5;
- l) XXX shall be obliged to execute the infrastructure works within the Land Plot by confirming volumes and/or capacity to be supplied and connecting every utility lines from building facilities to the existing points installed near to the sidewalk paved along the Boundary of Sub-project in accordance with XXX's own design, which shall be performed in compliance with the approved Master Plan. For avoidance of doubt, in the event that such XXX's own design leads to the change in Technical Infrastructure, XXX shall be solely responsible for carrying out necessary administrative procedures and other technical and/or physical activities arising from and in relation to such change at its own costs in accordance with the Applicable Laws and this PTC, in which case, XXX shall hold THT harmless against any damages, loss and/or expenses arising out of and in connection with such change caused by XXX.
- m) Unless otherwise approved by the State Agencies, XXX shall implement its development obligations in compliance with the Master Plan, the PTA and the Development Plan.

XXX may change and/or add the land use purpose and building function subject to the prior written notice to the THT and the relevant authorities' approval under the Applicable Laws;

- n) XXX shall be responsible for ensuring that the Land Lease Contract will be amended by an appendix and shall not be liquidated under any circumstances during the course

of XXX's application for obtaining the New LURC as stipulated in Article 3.

- o) XXX shall inherit all THT's obligations stipulated in THT's IRC, Master Plan as well as other licenses, permits, registrations granted to the Project, in which the Sub-project is involved, including the handing over to HPC of technical and social infrastructures of the Sub-project upon the expiration of the operation duration of the Sub-project without compensation.
- p) XXX shall be responsible for other obligations as stated in this PTC and as required by Applicable Laws.

ARTICLE 10. CONSEQUENCES APPLICABLE TO BREACHES

10.1. Consequences applicable to breach of payment

Delay in each instalment payment of the Transfer Amount shall be subject to late payment interest of twenty per cent (20%) per annum, which shall accrue based on the amount in default and the actual number of late days, provided that XXX shall in no case delay for more than twenty (20) Working Days ("**Extended Period**") from the payment due date in any case, failing which THT may (but shall not be obliged to) unilaterally terminate this PTC as set forth in Article 12. For the avoidance of doubt, the aforesaid late payment interest shall accrue from the payment due date until either the payment is made in full or this PTC is terminated, whichever comes first.

10.2. Consequences applicable to breach of Sub-project handover

In the event that THT fails to handover the Sub-project or/and the LURC in accordance with Article 7 of this PTC due to reasons solely attributable to THT, the consequences set forth in Article 12.2(c) shall be applicable to THT.

ARTICLE 11. COMMITMENT BY THE PARTIES

11.1. Commitment by THT

- (a) The Project, Sub-project detailed in Article 1 of this PTC has not been transferred to another organization or individual, and is not prohibited from transfer according to the Applicable Laws;
- (b) The Project, Sub-project mentioned in Article 1 of this PTC is prepared, evaluated and approved in accordance with the master planning, legal regulations and legal documents provided to XXX;

11.2. Commitment by XXX

- (a) XXX has already carefully studied and reviewed all information related to the Project, Sub-project;
- (b) XXX has been provided with the copy of necessary documents and information related to the Project, Sub-project by THT. XXX has already carefully read and deeply understood all regulations contained in this PTC as well as its attached appendixes and annexes. XXX has investigated all matters that XXX deems necessary to check the accuracy of such papers, documents and information;

- (c) The amount paid by XXX to the THT under this PTC is lawful and with no dispute with a third party. THT shall not be liable for any dispute over the amount paid by XXX to the THT under this PTC. In the event of a dispute over this amount, this PTC will still be valid for both Parties;
- (d) XXX shall provide all necessary documents when required by the THT in accordance with the Applicable Laws to carry out required licensing procedures regarding to the Sub-project transfer.

11.3. The signing of this PTC between the Parties is completely voluntary and without coercion, deception.

11.4. In the event that one or some articles, clauses and points within this PTC are declared void, invalid or unenforceable by a State Authority in accordance with Applicable Laws, the remaining clauses and points of this PTC are still valid for both Parties. The Parties will agree to amend the articles, clauses and points which are declared void or invalid or unenforceable according to the legal provisions of and in accordance with the willingness of the Parties.

11.5. The Parties commit to strictly comply with the agreements specified in this PTC.

ARTICLE 12. EARLY TERMINATION

12.1. Cases of early termination:

- a) Both Parties mutually agree to early terminate the PTC. Accordingly, the Parties will enter into a written agreement about specific conditions and timeline for the termination of the PTC;
- b) If XXX is declared bankrupt or admitted by courts to enter into proceedings of bankruptcy, or under a decision on dissolution or liquidation.
- c) If XXX fails to make the Second Payment and/or Final Payment within the time limit set forth in Article 5.2;
- d) if XXX fails to execute its obligations under this PTC and does not remedy such failure within fifteen (15) Working Days after the receipt of written notice specifying such breach from THT, THT may (but shall not be obliged to), by a further written notice to XXX, forthwith terminate this PTC.
- e) If THT is declared bankrupt or admitted by courts to enter into proceedings of bankruptcy, or under a decision on dissolution or liquidation.
- f) if THT fails to execute its obligations under this PTC and does not remedy such failure within fifteen (15) Working Days after the receipt of written notice specifying such breach from XXX, XXX may (but shall not be obliged to), by a further written notice to THT, forthwith terminate this PTC.
- g) In the event that the Party effected by the Force Majeure Event cannot overcome the situation to perform partly or totally its obligations under this PTC within one hundred twenty (120) consecutive Days from the occurrence of such event and there is also no other agreement made by the Parties, either Party may (but not obliged

to) unilaterally terminate this PTC. This early termination shall not be considered as a breach of this PTC.

12.2. Consequences of Termination

- (a) If this PTC is terminated for the reason of Article 12.1(b) or/and 12.1(d), THT shall be entitled to receive compensation for damages, loss and/or expenses resulting from such termination which shall be reimbursed from the Deposit Amount and/or Transfer Amount paid by XXX to THT up to the date of such termination with the sum equivalent to ten per cent (10%) of the Transfer Amount and the deficit (if any) shall be indemnified by XXX within three (3) Working Days from the receipt of the Termination Notice (as defined in Article 12.4) from THT, or the remaining amount of the Deposit Amount and/or Transfer Amount already paid (if any) shall be refunded to XXX except the interest on late payment as stated in Article 10.1 (if any).
- (b) If this PTC is terminated for the reason of Article 12.1(c), such failure attributable to XXX shall be deemed to be a wilful act and an intentional breach of contract. Accordingly, XXX is obliged to pay THT a penalty for such breach equal to eight per cent (8%) of the Transfer Amount and shall also indemnify THT against any loss, damages and/or expenses caused by such termination with the sum equivalent to ten per cent (10%) of the Transfer Amount which shall be reimbursed from the Deposit Amount and/or the Transfer Amount which shall be reimbursed from the Transfer Amount paid by XXX to THT under this PTC, and the deficit (if any) shall be indemnified by XXX within three (3) Working Days from the receipt of the Termination Notice (as defined in Article 12.4) from THT. The remaining part of Transfer Amount already paid (if any) shall be refunded to XXX except the interest on late payment as stated in Article 10.1 (if any).
- (c) If this PTC is terminated for the reason of Article 12.1(e), the Deposit Amount and/or the Transfer Amount paid to THT up to the date of such termination shall be refunded to XXX no later than fifteen (15) Working Days from the date THT has received the Termination Notice (as defined in Article 12.4) from XXX.
- (d) If this PTC is terminated for the reason of Article 12.1(f), the Deposit Amount and/or the Transfer Amount paid to THT up to the date of such termination shall be refunded to XXX within three (3) Working Days from the receipt of the Termination Notice (as defined in Article 12.4) from XXX.
- (e) In case of termination for the reason of Article 12.1(g), neither Party shall be responsible for the consequences arising from such termination by a Force Majeure Event.

12.3. Reinstatement of THT's Status

Notwithstanding the above and for the avoidance of doubt, in the event that this PTC is terminated in accordance with Article 12.1, the Parties shall use their best endeavours to reinstate the position of primary investor of the Sub-project and the rights to develop the same for THT in accordance with the Applicable Laws. For the avoidance of doubt, termination by THT pursuant to Article 12.1(b), 12.1(c) and 12.1(d) shall entitle THT to receiving compensation for all reasonable cost and expenses in respect of such reinstatement as set forth in Article 12.2(a) and 12.2(b). Provided, however, that all costs and expenses associated with such reinstatement shall be borne by THT if this PTC is terminated under Article 12.1(e) and/or 12.1(f).

12.4. Notice of Termination

Upon the occurrence of any early termination case under Article 12.1, and if non-breaching Party decides to terminate this PTC, the non-breaching Party shall give to the breaching Party a written notice specifying the default, consequences of the default to the non-breaching Party, and attached evidences (“**Termination Notice**”). The breaching Party shall be bound to comply with the instructions in the Termination Notice of the non-breaching Party in compliance with this PTC and shall pay to the non-breaching Party a sum calculated at the rate stated in Article 12.2.

12.5. No Effect on Existing Rights

The termination of this PTC howsoever occasioned shall not prejudice any rights of the non-breaching Party or obligations of the breaching Party which shall have accrued as a result of a breach or violation of this PTC by a Party prior to such termination and shall not destroy or diminish the binding force and effect of any of the provisions of this PTC which are expressly provided to continue in force after such termination.

ARTICLE 13. FORCE MAJEURE EVENT

13.1. The Parties agree that one of the following cases is considered a Force Majeure Event:

- (a) due to natural disasters or war, terrorism, military or other violent acts, epidemics, quarantine restrictions, State Agency’s non-compliance or government acts, change of Applicable Laws policies;
- (b) either Party is required to carry out decisions granted by State Authority that partly or totally prevented such Party from performing any of its obligations under this PTC or other similar cases set forth by Applicable Laws;
- (c) due to an accident or illness happened to the legal representative of either Party that the legal representative must go to the emergency room at a medical facility;
- (d) other event occurring after the execution of this PTC that is reasonably unforeseeable at the time this PTC was executed, the occurrence and effect of which are unavoidable, insurmountable or uncontrollable, and which prevents the complete or partial performance by either Party of its obligations under this PTC.

13.2. Any case of financial hardship will not be considered Force Majeure Event and notwithstanding any other provisions of this Article, a Force Majeure Event shall not apply to obligations of either Party to make payments to the other Party under this PTC.

13.3. When one of the force majeure events as agreed in Article 13.1 occurs, the Party effected by the Force Majeure Event shall notify the other Party in writing immediately after the Force Majeure Event has occurred and under no circumstance not later than within fifteen (15) Days after the occurrence of such event, to inform the other Party to a reasonable degree of the nature of the event, the date of its occurrence, the estimated duration period and the degree to which the event prevents the notifying Party from performing its obligations under this PTC (*the documents proving the reason for Force Majeure Event (if any) are required to be provided by the Party affected by the Force Majeure Event*). The failure of the Party affected by the Force Majeure Event to perform its obligations will not be considered a breach of its contractual obligations and will not serve as a basis for the other Party to have the right to terminate this PTC.

13.4. The performance of obligations of the Parties under this PTC will be suspended during the time of Force Majeure Events. The Parties will continue to perform their obligations after the Force Majeure Event ends, except for the case specified at Article 12.1(g) of this PTC.

13.5. Updates

The Party demanding relief of its performance obligations due to a Force Majeure Event shall inform in writing the other Party of the current status of the Force Majeure Event every ten (10) Days, and shall immediately notify the other Party in writing when the Force Majeure Event ends.

13.6. Mitigation

When a Force Majeure Event occurs, the notifying Party shall make reasonable efforts to overcome such event and mitigate its consequences. The Parties shall immediately seek a fair solution by mutual discussion and make all reasonable efforts to minimise the effects of such Force Majeure Event.

ARTICLE 14. NOTIFICATION

14.1. Recipient Address

	THT	XXX
Email address:		
Postal address:		
Attention:		

14.2. Method of delivery

Notification can be delivered to the recipient by using one of the following methods:

- (a) By post or courier;
- (b) By email; or
- (c) By hand.

14.3. The recipient shall be XXX if the Notification released by THT, in turns, the recipient shall be THT if the Notification released by XXX.

14.4. State of “Delivered”

Any notice, request, information, or claim arising in connection with this PTC (“**Notification**”) must be in writing. The Parties agree that the notices, requests and complaints are considered received if they are sent to the correct address, the correct name of the recipient of the notice, and the correct form of notice as agreed in Article 14.1, 14.2 and 14.3 above and during the following circumstances:

- (a) On the handover date in case of hand-delivery and the signature of the recipient is

required.

- (b) By post or courier: On the date of receipt as evidenced by a bill issued by the post office or courier service company;
- (c) On the date the email is successfully sent to the email address of the recipient in cases of delivery by mail.

14.5. The address, method and the attention set forth in Article 14.1 can be changed by a Notification duly sent to the other Party in accordance with this PTC and failing which, any Notifications sent to the latest address legitimately notified shall be deemed to be delivered pursuant to this PTC and the sender will not take responsibility if the Party has the changes does not receive the Notification.

ARTICLE 15. OTHER PROVISIONS

15.1. Definitions

- (a) Words and expressions used and applied throughout this PTC are defined and interpreted in SCHEDULE 1 to this PTC or referred to in brackets (e.g., “**Abc**”) of this PTC.
- (b) All capitalised terms used in this PTC, unless otherwise defined herein, shall have the meaning given to them in the DA. In case of any inconsistency in the meanings of such terms and expressions between the DA and this PTC, the meaning defined in this PTC shall prevail.

15.2. Transfer by a Party

- (a) XXX shall not transfer the Sub-project and/or all or any rights and obligations under this PTC to an Affiliate or a third party (“**Transferee**”) without the prior written consent of THT, and XXX shall, as a condition precedent to such transfer of its rights and obligations under this PTC, provide THT with the undertaking issued by the Transferee on terms and conditions acceptable to THT, under which the Transferee shall commit to the implementation of all obligations of XXX under all agreements signed by THT and XXX.
- (b) For the avoidance of doubt, after this PTC has been terminated and/or liquidated, each Party shall only be obliged to comply with the requirements set forth in Article 15.2(a) above with respect to the rights and/or obligations which have survived such termination and/or liquidation in accordance with Article 15.8.
- (c) After XXX has received the entire land use right under the New LURC and acquires full rights to develop the Sub-project, if XXX desires to transfer the Sub-project to a Transferee, XXX shall send its letter to THT (as a notification to THT) together with the guarantee of the Transferee on its inheritance/ acceptance of all commitments of XXX to THT associated with the Sub-project no later than the date of XXX’s submission of the dossier to the State Agencies applying for such transfer of the Sub-project.
- (d) Notwithstanding the limitation mentioned above under Article 15.2(a), THT and XXX shall comply with the following provisions:

- (i) The Transferee shall assume the corresponding obligations and responsibilities of the transferring Party as stipulated in this PTC;
- (ii) The progress schedule of the Project shall not be interrupted or affected by such transfer of Sub-project; and
- (iii) The transfer of any rights and obligations shall be made in accordance with the procedures prescribed by Applicable Laws;

15.3. Confidentiality

- (a) The Parties agree that the existence and all contents of this PTC as well as the exchanged information between the Parties prior to or during the period of performing this PTC, the information prepared and provided by one Party, the information gained by one Party from a third party during the period of performing this PTC, the documents and dossiers relating to the Project, management documents, internal regulations, information of tenants, trade secrets, price, secrets, and other commercial, financial and technical information, the information that may, currently or later, be known, learned, created, developed, gained or achieved by the Parties according to any signed documents executed in relation to and while implementing this PTC, etc. shall be kept strictly confidentially between the Parties, and shall not be disclosed to any third party without the prior written consent of the other Party.

However, such information may be disclosed in the following cases:

- (i) To each Party's employees, agents, solicitors, (indirect) investors or consultants for the approval, discussion, execution, implementation, performance or enforcement of this PTC on a need-to-know basis with a confidentiality obligation comparable to this Article 15.3 to the disclosing Party by law or contract; and
 - (ii) For competent State Agencies or arbitral tribunal requesting to provide the information relating to the implementation of this PTC, the provision of such information as requested by competent State Agencies or arbitral tribunal pursuant to Applicable Laws shall not be considered the breach of the term of confidentiality, provided that where a Party receives such request for disclosing information from State Agencies or tribunal, such Party must inform the other Party to discuss and agree the scope of disclosed information in order to avoid any negative affect to the other Party before the disclosure.
- (b) In case a Party fails to fulfil the obligation of confidentiality in Article 15.3 hereof, such Party must compensate the other Party for all damages occurred. The non-disclosing Party shall be entitled to take necessary measures to require the disclosing Party to compensate, including retaining the payables that would be paid for the disclosing Party without prejudice to the foregoing under Article 16. For the avoidance of doubt, each Party acknowledges and agrees that monetary compensation would not be a sufficient remedy for any breaches of the confidentiality obligations. Accordingly, in the event of any such breaches or threats of such confidentiality obligations, in addition to other remedies at law or equity that a non-breaching Party may have, the non-disclosing Party shall be entitled to seek equitable relief, including relief or specific performance or both to

the fullest extent permitted by Applicable Laws.

- (c) This term of confidentiality shall remain in force in the period of twenty (20) years after the termination of this PTC according to the provisions herein.

15.4. Default and limitation of liability

- (a) Except for Force Majeure Events, if a Party fails to fully perform its obligations under this PTC and does not remedy such failure within fifteen (15) Days after receipt of notice in writing from the other Party, such Party shall be deemed to be in breach of this PTC and the non-breaching Party shall have such rights as are available to it under Applicable Laws and the terms of this PTC.
- (b) During the implementation process, unless otherwise provided for in this PTC, if the breaching Party does not accomplish its duties as committed in this PTC and makes any damages to the other Party, the breaching Party must bear all responsibilities and compensations for the damages caused in accordance with the Applicable Laws. However, neither Party shall be liable to the other Party for any consequential, indirect, incidental, punitive, or special loss or damages under or in connection with this PTC or at Applicable Law, unless otherwise expressly specified in this PTC.
- (c) The provisions of Article 12 shall not affect or constitute a waiver any other rights the non-breaching Party is entitled to under this PTC or Applicable Laws due to the failure of the breaching Party to comply with this PTC (unless otherwise clearly agreed between the Parties under this PTC).

15.5. Language

The language of all Notifications between the Parties as stipulated in Article 14 shall be concurrently in Vietnamese and English.

15.6. Governing Law

This PTC, including its schedules, appendices, annexes, supplements, any arrangements regarding its performance and the contemplated transactions shall be governed, construed, enforced by and interpreted in accordance with the laws of Vietnam.

15.7. Severability

If any provisions of this PTC is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this PTC but without invalidating any of the remaining provisions of this PTC. The Parties shall then use their best efforts to replace it with a valid and enforceable substitute provision satisfactory to any relevant competent State Agencies but differing from the replaced provision as little as possible and the effect of which is as close as possible to the intended effect of the illegal, invalid or unenforceable provision.

15.8. Survivor Clauses

The following provisions shall survive the termination and/or liquidation of this PTC:

- (a) Provision on payment of VAT amount (Article 5.4);

- (b) Articles 8.1 (e), 8.1 (f), 8.1(g), 8.2 (j), 9.2(h), 9.2 (i), 9.2 (j), 9.2 (k), 9.2 (l) 9.2(m), 9.2(n), 9.2(o) and 9.2(p);
- (c) Provision on Notification (Article 14);
- (d) Articles 15.2, 15.3 and 15.4;
- (e) Provision on Dispute Resolution (Article 16); and
- (f) Other provisions (Article 15).

15.9. Entire Agreement

This PTC contains the entire agreement between the Parties with respect to the subject matter hereof. This PTC sets out the only conduct relied on by the Parties and supersedes all earlier conduct and prior agreements and understandings, both written and oral, with respect to the subject matter hereof, excluding the MOA.

15.10. Liquidation of the contract

The Parties shall enter into the liquidation agreement to confirm the completion for the fulfilment of the Parties' obligation stated in this PTC after the Transfer Amount and all interest on late payment (if any) stated in Article 10.1 has been paid to THT in full.

ARTICLE 16. DISPUTE RESOLUTION

16.1. Amicable Settlement

In the event that a dispute, controversy or claim (“**Dispute**”) arises out of or in connection with this PTC or the breach, termination or invalidity hereof, each Party shall notify the other Party in writing of the substance of the Dispute and of its desire to attempt to reach an amicable settlement, in which event the Parties shall attempt for a period of thirty (30) Days after the date of receiving such notice to reach an amicable settlement of the Dispute.

16.2. Procedures for Arbitration Proceedings

If no mutually acceptable settlement of a Dispute is made within such thirty (30) Day period, any Dispute arising out of or in connection with this PTC, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration of the Vietnam International Arbitration Centre (“**VIAC**”) under the VIAC Rules of Arbitration (“**VIAC Rules**”). The seat and venue of the arbitration shall be Hanoi, Vietnam. The arbitrators shall resolve any Dispute with reference to the fact that the Parties agree that this PTC shall be governed by Vietnamese laws. The arbitral tribunal shall consist of three (3) arbitrators who shall be appointed in accordance with the VIAC Rules, provided that the nationality of the presiding arbitrator shall be different from the nationality of the other two (2) arbitrators. The arbitration shall be conducted in English.

16.3. Expedited Procedure

The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in VIAC Rules applicable at the date of submission of the request for arbitration.

16.4. Allocation of Costs

The arbitral tribunal shall decide in the arbitral award the allocation of costs, including the arbitration fees, expenses for translations required in connection with the arbitration and all other costs to which Dispute may give rise. The losing Party shall bear all costs and expenses.

16.5. Compliance

During the handling of any Dispute, the Parties shall continue to comply with all other provisions of this PTC.

ARTICLE 17. EFFECTIVENESS OF THIS PTC

17.1. This PTC shall come into full force and effective from the Effective Date.

This PTC is inclusive of 17 Articles with ____ pages, shall be executed in two (2) originals in English language and four (4) originals in Vietnamese language with the same validity. Each Party shall keep one (1) original in English language and two (2) originals in Vietnamese. In case of inconsistency and/or conflicts between English and Vietnamese version, the English version shall prevail.

17.2. Attached to this PTC are copies of documents related to the Sub-project and Land Plot as mentioned in “Pursuant to” list.

The schedules, appendices, attachments and annexes shall constitute an integral part of this PTC and bind the Parties’ compliance.

17.3. Any changes, modifications, revisions or amendments to this PTC which are mutually agreed upon by and between the Parties to this PTC shall be incorporated by written instrument, and effective when executed and signed by all Parties to this PTC.

[Signature Page to Follow]

PTC FORM

IN WITNESS WHEREOF, this PTC is executed on the date first written above by the duly authorised representatives of both Parties in Hanoi, Vietnam.

THT DEVELOPMENT CO.,LTD

XXX

Name:
Title:

Name:
Title:

**SCHEDULE 1.
DEFINITIONS AND INTERPRETATIONS**

In this PTC, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) **“Affiliate”** means, in relation to a Party, any other legal entity that directly or indirectly through one or more intermediaries, owns or controls, is controlled by or is under common control with such Party, or who holds or beneficially owns fifty per cent (50%) or more of the equity interest or of any class of voting securities of in such Party or who holds decision-making rights of such Party.
- b) **“Boundary”** means the line lying between the inside and outside area of the Sub-project which has been described and drawn out in the Master Plan and New LURC (the Boundary would be also referred to as a property line to recognize and define the ownership and/or use right of the landlord as the case maybe). The Boundary appears as the connecting lines among the landmarks of the Sub-project as measured and marked and duly issued by the State Agency for the purpose of distinguishing between the inner area of the Sub-project and the outside area which belongs to the Project.
- c) **“Day(s)”** means a calendar day, if the expiry date of a period of Days falls on a Saturday or a Sunday or a public holiday in Vietnam, it shall be shifted to the consecutive calendar day.
- d) **“Force Majeure Event”** means an event occurring after the Effective Date that is reasonably unforeseeable at the time this PTC was executed, the occurrence and effect of which cannot be avoided, overcome or controlled, and which prevents the complete or partial performance by either Party of its obligations under this PTC without fault on such Party, including but not limited to fire, flood, earthquake, war, terrorism, military or other violent acts, epidemics, quarantine restrictions, State Agency’s non-compliance or other government acts, change of Applicable Laws.
- e) **“New LURC”** means the certificate of land use right, ownership of houses and other assets attached to the land of the Land Plot to be issued by State Agency under the name of XXX.
- f) **“State Agency”** and **“State Agencies”** means any and all of the following: the Prime Minister, the Government of Vietnam, the Government’s Office, the HPC, the State Bank of Vietnam, the Ministry of Construction, any Ministry, Hanoi Authority for Planning and Investment, Hanoi Authority for Urban Planning and Architecture, Hanoi Department of Construction, Hanoi Department of Finance, DNRE, HTB, utility authority or body, and any and all other committees, councils, agencies, bodies or officers whose consent, approval, commitment, involvement or consultation is required or desirable for anything or matter referred to in or contemplated by this PTC.
- g) **“Technical Infrastructure”** means roads, public lighting system along with roads; water supply; telecommunication, power and water supply to the Boundary, accessible for the construction activities within the Sub-project; sidewalks and trees surrounding Sub-project; water drainage systems and water sewage systems under roads (excluding the part(s) which has been already handed over to State Agency and/or other third parties for maintenance and management as requested by the State Agency or in accordance with the Applicable Laws). For the avoidance of doubt, in the technical aspect, connection points of such water sewage system, power/telephone/Internet lines, living

water are deemed to be setup to the fence of the Sub-project and/or at the points as designed in the approved Master Plan.

- h) “**VND**” means the lawful currency of Vietnam.
- i) “**Vietnam**” means the Socialist Republic of Vietnam.
- j) “**Working Day(s)**” means a calendar day, excluding Saturday, Sunday, any public holiday, New Year holiday as regulated according to the Vietnam Labour Code and Applicable Laws.
- k) “**Effective Date**” means the date on which the legal representative of THT and XXX signed and stamped this Contract; and is recorded in the first part of this PTC, i.e. _____.
- l) “**Applicable Laws**” means all the documents mentioned from item (A) to item (R) at the first part of this PTC.

The Headings in this PTC are for convenience only and shall not affect its interpretation.

**SCHEDULE 2.
INFORMATION OF THE SUB-PROJECT**

(Specifications according to the Master Plan; to mention all major information of the Land Plot)

Development Parameters of Land Plot:

- Land Plot No.: ____
- Address of the Land Plot: ____
- Parameters according to the Master Plan:

Description	Land Plot No.
Land Area (sqm)	
Construction density (%)	
Floor (min ~ max)	
Plot ratio (times)	
Land use function	

**SCHEDULE 3.
MATRIX OF RESPONSIBILITIES**

Activities/Issues	By THT	By XXX
Payment of land – related financial obligations of the Sub-project and other matters related to land use right of the Sub-project from the Effective Date onward		●
Construction and Installation of Technical Infrastructure in accordance with the Master Plan and remedy of any errors caused by inaccurate construction of THT (if any) of Technical Infrastructure in accordance with the Master Plan before and after Effective Date	●	
Obtaining the New LURC from the State Agency (including: preparation, submission of dossier, following up the evaluation and other necessary works)	Co-operate	●
Liaison with suppliers of living water, electricity power for those to be supplied in accordance with the Master Plan up to connection points and/or manholes installed near to the sidewalk paved along the Boundary	●	
Preparation of document for building construction permit; undertaking procedures for obtaining construction permit		●
Construction of building(s) and all matters concerning responsibilities with respect to the building with any other parties on Sub-project		●
Supervision of infrastructures connection and supply from the connection points near to the sidewalk paved along the Boundary to the building(s)	Co-operate	●
Construction of infrastructure works within Sub-project by connecting to the existing point set near to the sidewalk paved along the Boundary		●
All matters concerning technical maintenance of the building(s) on Sub-project		●
All liabilities about quality of building(s) on Sub-project		●

SCHEDULE 4.
GENERAL LAYOUT AND DEVELOPMENT PLAN

SCHEDULE 5.
THT'S DECISION ON URBAN MANAGEMENT FEE

PTC FORM

SCHEDULE 6.

FORM OF BANK GUARANTEE

SCHEDULE 7: THT'S REGULATION ON CONSTRUCTION MANAGEMENT