SOUTHGATE JOINT STOCK COMPANY
Head Office: Commercial and Service Area, Lot MC5, D1 Street, Vam Co Dong New Urban Area, Ben Luc Commune, Tay Ninh Province.

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AGREEMENT
FOR THE SALE AND PURCHASE
OF RESIDENTIAL PROPERTY

No.: _____

Between

SOUTHGATE JOINT STOCK COMPANY

And

Customer: _____

Regarding House No.: _____

(House Model: ____)

WATERPOINT PROJECT

(Vam Co Dong Southgate New Urban Area)

An Thanh Commune, Ben Luc District, Long An Province

(Address after the merger is Ben Luc Commune, Tay Ninh Province)

Date ___

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RESIDENTIAL PROPERTY SALE AND PURCHASE AGREEMENT

No.: _____

- Pursuant to Civil Code No. 91/2015/QH13 dated November 24th, 2015;
- Pursuant to Law on Real Estate Business No. 29/2023/QH15 dated November 28th, 2023 (the "**Law on Real Estate Business**");
- Pursuant to Law on Housing No. 27/2023/QH15 dated November 27th, 2023 (the "**Law on Housing**");
- Pursuant to Decree No. 96/2024/NĐ-CP dated July 24th, 2024 of the Government detailing a number of articles of the Law on Real Estate Business;
- Pursuant to Decree No. 95/2024/NĐ-CP dated July 24th, 2024 of the Government detailing a number of articles of the Law on Housing;
- Pursuant to the legal documents and dossiers of the Project as specified in Clause 1.4, Article 1 of this Sale and Purchase Agreement.

The Parties Hereunder:

This Residential Property Sale and Purchase Agreement (hereinafter referred to as the "**Agreement**") is executed at the office of Southgate Joint Stock Company, between the following Parties:

I. SELLER OF RESIDENTIAL PROPERTY (hereinafter referred to as the "Seller")

- Name of Organization: **SOUTHGATE JOINT STOCK COMPANY**
- Enterprise Registration Certificate No.: 1101887340 issued by the Department of Planning and Investment of Long An Province for the first time on July 09, 2018 , and amended for the 7th time on February 05, 2026
- Head Office Address: Commercial and Service Area, Lot MC5, D1 Street, Vam Co Dong New Urban Area, Ben Luc Commune, Tay Ninh Province.
- Contact Address: No. 6 Nguyen Khac Vien, Tan My Ward, Ho Chi Minh City
- Contact Telephone: 1900 2698
- Bank Account Details:

Payment Type	Contract Value **(excluding Reserve Fund)**	**Reserve Fund** Payment
Account Number	_____	_____
Bank	_____	_____

- Authorized Representative: Mr/Ms _____

- Citizen ID/Passport No.: _____ issued on _____at _____

- Position: _____

II. BUYER OF RESIDENTIAL PROPERTY (hereinafter referred to as the "Buyer")

[Mr./Ms.]	_____	Date of Birth: _____
ID Card/Passport No.	_____	Date of Issue: _____
Place of Issue	_____	
Registered Residence	_____	
Contact Address	_____	
Telephone	_____	
Email address	_____	
Bank Account Number (if any)	Bank:	
Tax Code (if any)		
And [Mr./Ms.]	_____	Date of Birth: _____
ID Card/Passport No.	_____	Date of Issue: _____
Place of Issue	_____	
Registered Residence	_____	
Tax Code (if any)		

The Seller and the Buyer mutually agree to enter into this residential property sale and purchase agreement with the following terms:

ARTICLE 1. INFORMATION ABOUT THE RESIDENTIAL PROPERTY

1.1. Location of the Residential Property: The WATERPOINT Project (Vam Co Dong Southgate New Urban Area), located in An Thanh Commune, Ben Luc District, Long An Province (now Ben Luc Commune, Tay Ninh Province) (hereinafter referred to as the "**Residential Property**").

1.2. Planning Information Related to the Residential Property:

Residential Property Model: _____

(exterior finished house, interior handed over in rough condition)

Residential Property Code according to Planning: _____

The Residential Property codes mentioned above are not house numbers. The numbering of each Residential Property will be determined by the competent state authority and may differ from the aforementioned Residential Property codes.

1.3. Scale of the Residential Property: 1 ground floor + _____upper floors

1.3.1. Total Construction Floor Area: _____m2

1.3.2. Total Usable Land Area : _____ m^2 , trong đó:

- Private Use : _____m^2
- Common Use (if any) : _____m^2
- Land Use Purpose: Rural residential land.
- Origin of Land Use Right: State allocation of land with collection of land use fees.
- Residential Property Ownership Term: Not exceeding 50 years from the date of issuance of the Certificate (for individuals) or not exceeding the term stated in the Buyer's investment certificate (for organizations) and renewable in accordance with the Law at each relevant time.

1.4. Project Legal Information:

+ *Decision approving the 1/500 detailed planning scheme No. ____ issued by the Ben Luc District People's Committee on ___;*
+ *Investment Registration Certificate No. __ initially issued on __; and amended for the fourth time on __;*
+ *Technical Infrastructure Construction Permit No. _____issued by the Department of Construction of Long An Province on _____;*
+ *Official Letter certifying eligibility to sell off-plan housing No. _____ dated _____ issued by the Long An Department of Construction;*
+ *Certificate of Land Use Rights and Ownership of Assets Attached to Land No. _____, issued on _____ by the _____ Office.*

1.5. Characteristics, Nature, Functional Use, and Quality of the Residential Property

- Purpose of Use: Residential.
- Year of Construction Completion: _____
- Characteristics: The house is delivered with a finished exterior and a rough interior, as described in Appendix 1 – List of Construction Materials for the Residential Property attached to this Agreement, including one (01) floor plan design drawing of the Residential Property.

1.6. Status of Infrastructure and Services Related to the Residential Property: Currently under construction.

1.7. Residential Property Guarantee Agreement No. _____dated _____, signed between the Seller and **_____.**

The Purchaser chooses not to / to obtain a guarantee for the Seller's obligations towards the Purchaser.

1.8. Restrictions on Ownership Rights, Use Rights of the Residential Property: None.

1.9. Other Information (if any): None.

1.10. Other Agreed Contents:

1.10.1. The total construction floor area stated in Clause 1.3.1 of this Article is an estimated area and will be precisely determined upon actual measurement during the handover of the Residential Property.

1.10.2 Both Parties acknowledge that the floor area recorded on the Certificate may not be consistent with the Total Construction Floor Area stated in Clause 1.3.1 of this Article if the method or principle of surveying and drawing the Residential Property may change according to the Law at the time the Certificate is issued. This inconsistency shall not serve as a basis for the Parties to apply the agreements and clauses of this Agreement related to area discrepancies.

1.10.3 The Parties agree and acknowledge that the total land area and total construction floor area specified in Clause 1.3 of this Article are the basis for calculating the Sale Price. Accordingly:

a. The Sale Price will not be adjusted in the following cases:

(i) The actual total land area measured at the time of Residential Property handover differs within a range of __% (__ percent) compared to the total land area stated in Clause 1.3.2 of this Article; and

(ii) The actual total construction floor area measured at the time of Residential Property handover deviates by up to a range of __% (__ percent) compared to the total construction floor area stated in Clause 1.3.1 of this Article.

b. The Sale Price shall be subject to adjustment in the following cases:

(i) The actual total land area measured at the time of Residential Property handover exceeds a deviation of a range of __% (__ percent) compared to the total land area stated in Clause 1.3.2 of this Article; or

(ii) The actual total construction floor area measured at the time of Residential Property handover exceeds a deviation of a range of __% (__ percent) compared to the total construction floor area stated in Clause 1.3.1 of this Article.

The Sale Price will be adjusted according to the following formula:

$$AP = SP + \text{Unit Price of Land} \times (ATLA - ITLA) + \text{Unit Price of Construction Floor Area} \times (ATCFA - ITCFA) + \text{Other Commercial Unit Price} \times (ATLA - ITLA)$$

Where:

AP: Adjusted Sale Price as stipulated in this clause;

ATLA: Actual Total Land Area;

ITLA: Initial Total Land Area;

ATCFA: Actual Total Construction Floor Area;

ITCFA: Initial Total Construction Floor Area.

The adjustment to the Sale Price specified above shall be the sole remedy available to the Parties for any discrepancies in the Total Construction Floor Area and/or Total Land Area, superseding all other rights and remedies otherwise granted under the Law. Any variation in the Total Land Area and/or Total Construction Floor Area of the Residential Property as outlined herein shall not entitle either Party to terminate this Agreement, except as provided in Clauses 10.1.(g) and 10.1.(i) of Article 10 of this Agreement.

ARTICLE 2. SALE PRICE OF THE RESIDENTIAL PROPERTY

2.1. The Sale Price of the Residential Property is: _____VND ("**Sale Price**")

(In words: _____)

This Sale Price includes the value of the land use right and Value Added Tax (VAT), but does not include the Maintenance Fund Fee. Detailed pricing is set forth in Appendix 2 of this Agreement.

Value Added Tax: According to the current Law on Value Added Tax.

2.2. The Sale Price stipulated in Clause 2.1 of this Article does not include the following amounts:

- All registration fees, charges, and levies as prescribed by law related to the procedures for obtaining the Certificate for the Buyer. These registration fees, charges, and levies shall be borne by the Buyer.
- Costs for connecting, installing equipment, and using services for the Residential Property, including: gas supply services, electricity, water, postal services, telecommunications, television, and other services that the Buyer uses exclusively for the Residential Property. These costs shall be paid directly by the Buyer to the service providers.
- Monthly management and operation fees for the residential area and urban area, including: Domestic Management Fees and Public Management Fees payable monthly; from the Actual Handover Date to the Buyer as agreed in this Agreement, the Buyer is responsible for paying in full and on time the Domestic Management Fees and Public Management Fees as agreed in this Agreement, the Regulations.
- The Maintenance Fund Fee is _____VND (In words: _____) (equivalent to approximately 1.5% (one point five percent) of the Sale Price excluding VAT). The Buyer is responsible for paying the Maintenance Fund Fee before receiving the handover of the house.
- Any taxes, charges, fees, and other arising costs (if any, after the signing of this Agreement) as prescribed by Law that are the responsibility of the Buyer to pay.

2.3. The two Parties agree that from the Actual Handover Date and throughout the ownership and use term of the purchased Residential Property, the Buyer shall fulfill all financial obligations in accordance with current regulations, and pay Domestic Management Fees, Public Management Fees, and other service fees related to the use of utilities—including: gas, electricity, water, telephone, cable television, etc., directly to the service providers.

ARTICLE 3. PAYMENT METHOD AND TERM

3.1. Payment Method: Payment shall be made in Vietnamese Dong and via bank transfer from the Buyer's Vietnamese Dong account opened at a credit institution or foreign bank branch authorized to operate in Vietnam to the Seller's designated bank account.

3.2. Payment Term: The payment term for the Sale Price is specified in detail according to the following installments:

- Installment 1: By _____, the Buyer shall pay _____of the Sale Price, amounting to: _____VND (In words: _____).

- Installment 2: By _____, the Buyer shall pay _____of the Sale Price, amounting to: _____VND (In words: _____).
- Installment 3: By _____, the Buyer shall pay _____of the Sale Price, amounting to: _____VND (In words: _____).
- Installment 4: By _____, the Buyer shall pay _____of the Sale Price, amounting to: _____VND (In words: _____).
- Installment 5: By _____, the Buyer shall pay _____of the Sale Price, amounting to: _____VND (In words: _____).
- Installment 6: Within 20 (twenty) days from the date the Seller sends the Notice of Handover of the Residential Property to the Buyer, tentatively on ____, the Buyer shall pay ____% of the Sale Price, equivalent to the amount of ____ VND (In words: ____);

  The Maintenance Fund Fee shall be paid by the Buyer to the Seller concurrently with this installment payment.

  Upon the Buyer's completion of this Installment payment, the Maintenance Fund Fee, management fees (if any), and other payable amounts as agreed in this Agreement (if any), the Seller will proceed with the handover of the Residential Property to the Buyer.
- Installment 7: Within 20 (twenty) days from the date the Seller sends the Notice of Handover of the Certificate to the Buyer, the Buyer shall pay the remaining ___% of the Sale Price in full, equivalent to the amount of ____ VND (In words: ____) along with management fees and other payable amounts as agreed in this Agreement (if any) (the "**Final Payment Installment**").

  Any difference in the Sale Price resulting from recalculation (if any) as stipulated in sub-clause (b) of Clause 1.10.3, Article 1 of this Agreement shall also be reconciled and paid by the Parties in this Installment.

  Immediately after the Buyer completes the Final Payment Installment, both Parties shall proceed with the handover of the Certificate.

3.3. Payment Confirmation

When the Buyer makes a payment to the Seller, the Seller shall issue a payment confirmation to the Buyer (either in writing or via SMS message). The written payment confirmation (if any) must bear the signature of the Seller's legal representative or an individual duly authorized by the Seller's legal representative, and must be affixed with the Seller's official seal. The Seller shall issue a Value Added Tax invoice to the Buyer in accordance with the Law.

3.4. All amounts paid by the Buyer under this Agreement shall only be considered received by the Seller once the transferred amount has been credited to the Seller's Bank Account and is available for the Seller's use. Any bank fees associated with such payments shall be borne by the Buyer, and the Buyer shall ensure that the Seller receives the full amount payable by the Buyer under this Agreement.

3.5. Unless explicitly stipulated otherwise in this Agreement, the Buyer agrees that under no circumstances shall the Seller be obligated to refund any payment made by the Buyer.

3.6 The Buyer warrants that all amounts paid by the Buyer to the Seller are legal funds of the Buyer. At any time and for any reason that a competent state authority declares the amount paid by the Buyer to the Seller to be illegal, the Buyer shall immediately reimburse or compensate in full the amount deemed illegal that the Seller has had frozen/confiscated by the state authority within the reimbursement/ compensation period notified by the Seller. In the event the Buyer does not have legal funds to reimburse or compensate within the specified period notified by the Seller, the Buyer agrees that this Agreement shall automatically terminate and be liquidated, whereupon the Buyer shall return the Residential Property to the Seller (in case the Seller has already handed over the Residential Property to the Buyer) and the Seller shall have the full right to sell this Residential Property to any third party without the Buyer's consent, while the Buyer shall be responsible for compensating the Seller for actual damages (if any).

ARTICLE 4. QUALITY OF THE RESIDENTIAL PROPERTY CONSTRUCTION

4.1. The Seller commits to ensuring the construction quality of the Residential Property specified in Article 1 of this Agreement in accordance with the approved design and using the correct (or equivalent) construction materials for the Residential Property as agreed upon by both Parties in Appendix 1 of this Agreement, including 01 (one) floor plan design drawing of the Residential Property.

4.2. Construction Progress: The Parties agree that the Seller is responsible for carrying out the construction of the Residential Property according to the following estimated progress:

- Completion of Foundation : Quarter _____
- Completion of Rough Work : Quarter _____
- Handover for Use (Estimated) : Quarter _____

4.3. The Seller shall construct the technical and social infrastructure facilities required to serve the residential needs in the Buyer's Residential Area in accordance with the approved planning, design, content, and project schedule, and shall ensure that the quality meets the construction codes and standards prescribed by the State.

4.4. The Seller must complete the construction of essential infrastructure facilities supporting the Buyer's residential needs within the Residential Area, in accordance with the approved project content and schedule, before handing over the Residential Property to the Buyer. These facilities shall include road systems; public lighting and domestic electricity systems; domestic water supply and wastewater systems; communication systems; and social infrastructure elements such as parks, green spaces, and flower gardens within the Residential Area.

ARTICLE 5. HANDOVER AND RECEIPT OF THE RESIDENTIAL PROPERTY

5.1. Conditions for Handover and Receipt of the Residential Property:

The Seller shall proceed with the handover of the Residential Property to the Buyer after the construction of the Residential Property upon completion of construction and the Residential Property is ready for use. The Buyer may only receive the Residential Property after the Buyer has met all the conditions specified below:

5.1.1. Fully completed the payment obligations for all installments as stipulated in Clause 3.2, Article 3 of this Agreement (paid 95% of the Sale Price in full), excluding the Final Payment Installment, and setting any penalties or compensation for damages to the Seller (if any).

5.1.2. Fully completed the payment obligations for the Maintenance Fund Fee, Domestic Management Fees, and Public Services Management Fees as agreed in this Agreement, the Regulations.

5.1.3. Settling all taxes and fees that are the Buyer's responsibility under applicable laws and this Agreement, if due.

5.2. The Seller will hand over the Residential Property to the Buyer by: estimated ____

The handover of the Residential Property may occur earlier or later than the time specified in this clause, but it shall not be delayed by more than 120 (one hundred twenty) days from the Estimated Handover Date. The Seller must provide written notice to the Buyer stating the reason for the delayed handover. If the Seller delays handover by more than 120 (one hundred twenty) days, it shall be handled in accordance with Clause 11.2, Article 11 of this Agreement. For clarity, the Seller is only obligated to hand overhand the Residential Property to the Buyer once the Buyer has met the conditions stipulated in Clause 5.1 above.

At least 20 (twenty) days before the Handover Notice Deadline, the Seller must send written notice to the Buyer specifying the time, location, and procedures for handing over the Residential Property.

5.3. The Residential Property handed over to the Buyer must conform to the approved design and must use the correct equipment and materials listed in the table of construction materials and equipment agreed upon by the Parties in Appendix 1 of this Agreement.

5.4. At the time of Residential Property handover as notified, the Buyer or their legal representative must inspect the actual condition of the Residential Property against the agreements in this Agreement, re-measure the actual usable area of the Residential Property together with the Seller's representative, and sign the Residential Property Handover Minutes.

If the Buyer or their legal representative fails to appear to receive the Residential Property as notified by the Seller within 20 (twenty) days from the Handover Notice Deadline, or appears for inspection but refuses to receive the Residential Property without a valid reason (except for cases agreed upon in Clause 10.1.(g), Article 10 of this Agreement), then from the Handover Notice Deadline, it will be considered that the Buyer has agreed to officially receive the Residential Property as is, and the Seller has fulfilled its responsibility to hand over the Residential Property under this Agreement. In such a case, the Buyer shall not have the right to refuse the handover of the Residential Property based on an unreasonable justification. Any refusal to accept the Residential Property without valid grounds shall constitute a breach Clause 11.3, Article 11 of this Agreement.

5.5. From the moment both Parties sign the Residential Property Handover Minutes, the Buyer obtains full rights to use the Residential Property and assumes all related responsibilities to the purchased Residential Property, regardless of whether the Buyer has used this Residential Property or not.

5.6. Before the Parties formally sign the Residential Property Handover Minutes, the Buyer may not to enter, occupy, or use the Residential Property without the Seller's prior written consent. When the Seller hands over the Residential Property to the Buyer, the Parties will sign the Residential Property Handover Minutes.

5.7. Any defects (if any) identified during the inspection of the Residential Property's actual condition for handover shall not be considered grounds for refusing to accept the handover of the Residential Property. In such a case, the Parties will sign the Residential Property Handover Minutes accompanied by a list of defects confirmed by both Parties, and the Seller is responsible for repairing the listed defects under warranty conditions.

5.8. The Buyer's obligations related to the receipt of the Residential Property shall remain unaffected by any error or mistake by the Seller regarding payment requests in the Seller's Residential Property handover notice sent to the Buyer. If the Buyer fails to fulfill the payment obligations

as stipulated in Clauses 5.1.1, 5.1.2, and 5.1.3 above to the Seller by the due date, the Seller will enforce the remedies stipulated in Clause 11.1, Article 11 of this Agreement.

ARTICLE 6. RESIDENTIAL PROPERTY WARRANTY

6.1. The Seller is responsible for warranting the sold Residential Property as agreed in this Agreement and in accordance with the housing law, relevant legislation, and any amendments or supplements issued by the State over time.

6.2. Upon handing over the Residential Property, the Seller must notify the Buyer and provide one copy of the minutes of acceptance for use, as required by construction law, to determine the warranty period.

6.3. The scope of the residential property warranty includes: repairing and remedying defects in the primary structural components of the Residential Property (beams, columns, ceilings, roofs, walls, cladding, tiling, plastering), and attached equipment to the house (if any) such as door systems of all types, domestic power supply lines, lighting power supply, domestic water supply systems, wastewater drainage, and rectifying cases of tilting, subsidence, or collapse of the house. Other attached equipment will be warranted in accordance with the policies of manufacturers or distributors.

The Seller is responsible for warranting the Residential Property by replacing or repairing defective areas or replacing equipment of the same type with equivalent or better quality. Warranty replacement or repairs Warranty Unit.

The Seller is responsible for warranting the Residential Property by replacing or repairing defective areas or replacing equipment of the same type with equivalent or better quality. Warranty replacement or repairs shall be performed exclusively by the designated Warranty Unit.

6.4. The Buyer must promptly notify the Seller in writing if the Residential Property sustains damage covered under the warranty. Within 20 (twenty) days from the date of receiving the Buyer's notification, the Seller is responsible for completing the warranty repairs in accordance with the agreement and legal provisions; the Buyer must facilitate the Seller in performing the Residential Property warranty. If the Seller delays in performing the warranty and causes damage to the Buyer, the Seller must compensate the Buyer for the actual damages incurred.

6.5. The Residential Property is warranted for a period of 24 months from the completion of construction and acceptance for use. The Residential Property warranty period is calculated

from the time the Residential Property has the minutes of acceptance for use in accordance with construction law.

6.6. Agreement on Cases Not Covered by Residential Property Warranty:

The Seller will not provide a warranty for damage to the Residential Property in the following cases:

6.6.1. Items not constructed by the Seller as agreed in this Agreement.

6.6.2. Cases of normal wear and tear or depreciation (including natural subsidence of the foundation, yard, garden, or pathways of the Residential Property).

6.6.3. Defects not caused by the Seller.

6.6.4. Due to carelessness, improper use, other faults, or unauthorized repairs by the Buyer or other occupants or any other third party.

6.6.5. The User of the Residential Property fails to fully and properly perform obligations or commitments stipulated in this Article; or fails to comply with regulations related to the use of the Residential Property, or other equipment issued by the Warranty Unit and/or Management Board and/or Self-Governing Board from time to time in accordance with the Law.

6.6.6. Damage caused to other persons or other property that is not an architectural component of the Residential Property constructed by the Seller.

6.6.7. Force Majeure Events as stipulated in Article 13 of this Agreement.

6.6.8. Cases where the warranty period has expired as agreed in Clause 6.5 of this Article.

6.7. After the warranty period as agreed in Clause 6.5 of this Article, the repair of damages to the Residential Property shall be the responsibility of the Buyer.

6.8. To avoid misunderstanding, the Actual Handover Date is not the basis for calculating the start of the Residential Property warranty period; instead, the Residential Property warranty period is calculated according to the provisions in Clause 6.5 above.

6.9. For clarity, if the Seller or the Warranty Unit fails to complete the Residential Property warranty within 20 (twenty) days from the date of receiving the Buyer's notification, the Seller or the Warranty Unit must provide a revised estimated timeline for completion, along with reasonable justification, to ensure the Residential Property User is informed and can cooperate to mitigate potential damages. The Residential Property User must facilitate the Warranty Unit in performing the Residential Property warranty. For clarity, the construction and repair plan for carrying out the Residential Property warranty will be determined and executed by the Warranty Unit.

6.10. During the warranty period, if there are any damages to the Residential Property (including damages to Common Use Areas or utilities) falling under the Seller's warranty obligations:

6.10.1. The Residential Property User must notify the Seller or the Operating Unit immediately and will take all necessary and reasonable measures to minimize damages. If the Residential Property User fails to make every effort to limit damages or does not comply with the warranty conditions, the warranty will be wholly or partially invalidated, depending on the extent of the Residential Property User's breach. If the damage is caused by the action, fault, or negligence of the Residential Property User (a "**Breach**"), the Buyer and/or the Residential Property User will bear all or part of the costs for repairing, replacing, and rectifying the damages and losses incurred, including damages and losses to other residential properties or common ownership/use areas (if any).

6.10.2. The Residential Property User will permit and facilitate access at reasonable times (except in emergencies where the Warranty Unit is permitted to enter the Residential Property without prior notice to address the issue) for personnel of the Warranty Unit to enter the Residential Property and allow them to bring necessary machinery and equipment to perform warranty work on the Residential Property. During the warranty work, the Warranty Unit's personnel will minimize any inconvenience that may be caused to the Residential Property User and will endeavor not to cause any additional damage to the Residential Property and/or to property within the Residential Property unless such additional damage is absolutely necessary to complete the warranty work. Any additional damage shall be rectified at the Seller's expense, except in cases of a Breach caused by the Residential Property User.

6.10.3. The Parties agree and confirm that the Seller shall have no warranty obligation as stipulated under this Article and therefore will be fully exempt from warranty obligations for the Residential Property if:

a. The Residential Property User fails to fully and properly fulfill the obligations or commitments stipulated in this Article; or

b. The Residential Property User fails to comply with regulations governing the use of the Residential Property and/or other equipment issued by the Warranty Unit and/or Management Board and/or Self-Governing Board from time to time in accordance with the Law.

6.11. During the warranty period, if the Warranty Unit identifies any damage covered by the warranty, the Warranty Unit has the right to proactively carry out the necessary repairs, and the

Residential Property User is responsible for assisting the Warranty Unit in exercising this right. If the Residential Property User does not assist or does not agree to allow the Warranty Unit to exercise this right within the period notified by the Warranty Unit (a minimum period of not less than 5 Business Days from the date of notification), the Warranty Unit shall be fully exempt from responsibility for these damages, and the Buyer shall have no right to make complaints or inquiries to the Warranty Unit in such a case.

ARTICLE 7. TRANSFER OF RIGHTS AND OBLIGATIONS

7.1. If the application dossier for the Certificate for the Buyer has not yet been submitted to the competent state authority and the Buyer wishes to transfer this Agreement to a third party, the parties must follow the correct contract transfer procedures as stipulated by real estate business law. The Seller shall not impose additional contract transfer fees when performing the procedures to confirm the transfer of this Agreement for the Buyer.

7.2. Both parties agree that the Buyer may transfer this Agreement to a third party only if all conditions stipulated by real estate business law and the following provisions are met:

7.2.1. The Buyer must have completed all due and overdue payments as stipulated in this Agreement, the Regulations, including any late payment interest, penalties for breach, and compensation for damages (if applicable). Additionally, the Buyer must have fully fulfilled all obligations under this Agreement up to the time of the transfer request and transfer confirmation.

7.2.2. The Buyer is solely responsible for obtaining, at its own cost, all necessary documents and participating in all procedures related to the transfer.

7.2.3. The transferee must meet the legal requirements to purchase and own residential property in Vietnam according to the Law at the time of receiving the transfer of this Agreement.

7.2.4. The transferee of this Agreement must commit to assuming all obligations of the Buyer to comply with all agreements between the Seller and the Buyer in this Agreement, the Regulations.

7.2.5. The Buyer shall be solely responsible for negotiating with the transferee and for bearing all fees and costs.

7.2.6. There must be documentation of personal income tax/corporate income tax payment related to the transfer of this Agreement or documents confirming tax exemption; the Residential Property and/or this Agreement must not be subject to transfer restrictions by decision of a competent state authority; the Residential Property and/or this

Agreement must not be subject to any dispute with any third party and must have all other necessary documents as stipulated by current Law and this Agreement at the time of transfer confirmation.

7.2.7. The transfer of this Agreement must not be prohibited by legal provisions.

7.2.8. In addition to complying with the contract transfer procedures stipulated by real estate business law, the Buyer and the transferee commit to following the transfer process as stipulated/guided by the Seller at the time of transfer (if any), provided that such stipulation/guidance does not contravene legal provisions.

7.2.9. The Buyer agrees to pay the Seller the contract transfer fee when the Seller carries out the procedures to confirm the transfer of the Agreement for the Buyer and the third-party transferee, in the event that the Law provides additional regulations on this matter.

7.3. In both cases specified in Clause 7.1 and Clause 7.2 of this Article, the re-purchaser of the Residential Property or the transferee of this Agreement shall be entitled to the rights and obligated to perform the duties of the Buyer as agreed in this Agreement.

7.4. Notwithstanding any other provision in this Agreement, the Buyer agrees that the Seller may refuse to confirm the transfer if any of the following events occur:

7.4.1. The Buyer fails to meet or comply with any of the conditions stated above.

7.4.2. The application dossier for the Certificate for the Buyer has already been submitted to the competent state authority at the time the Buyer notifies the Seller of the transfer request (receipt from the competent state authority has been issued).

7.4.3. The Buyer has not fully performed its obligations under this Agreement, the Regulations (based on the agreement or the Seller's notification regarding performance of obligations) up to the time of the transfer request or the time of transfer confirmation.

7.4.4. There is a written request to prevent the transfer from a competent state authority or from a party with legal rights, or from a party that the Seller deems relevant.

7.4.5. The transferee is on the Seller's restricted client list (if any). The Seller will verify the information of the prospective transferee based on the information provided by the Buyer and will notify the Buyer if the prospective transferee is on this list.

7.5. When the Buyer executes a transfer, the Buyer and the transferee shall sign a transfer agreement in a legally appropriate form, stipulating that the transferee will succeed the Buyer and perform all obligations and responsibilities under this Agreement, the Regulations, including the obligation to pay/remit any outstanding amounts for the Sale Price, taxes, fees, and charges as

per this Agreement, the Regulations, and legal provisions. To avoid confusion, the Seller shall bear no responsibility for refunding to the Buyer or the transferee any amounts related to payments the Buyer has made to the Seller under this Agreement.

7.6. The Buyer and the transferee shall independently determine the conditions, payment method, and transfer price between themselves. The Seller shall not be involved and has no responsibility for resolving any questions or complaints regarding payments between the Buyer and the transferee. The Seller's sole responsibility related to the transfer is to proceed with confirming the completion of the transfer when the Buyer has complied with all transfer conditions and provided complete documentation as stipulated in this Agreement and Vietnamese Law, as determined at the Seller's sole discretion and according to state regulations. All amounts the Buyer has paid to the Seller up to the time of transfer confirmation will be reclassified as payments made by the transferee to the Seller. Accordingly, all rights, responsibilities, and obligations of the Buyer will be transferred to the transferee, and the transferee is responsible for inheriting and continuing to exercise the Buyer's rights and obligations under this Agreement and all documents and agreements that the Buyer has signed with the Seller from the date the Seller signs the written confirmation of this Agreement's transfer.

ARTICLE 8. AGREEMENTS ON COMMON OWNERSHIP IN THE PROJECT AND PRIVATE OWNERSHIP, PROJECT MANAGEMENT AND OPERATION

8.1. Common and Private Ownership:

a) The Buyer shall have the exclusive rights to use the land area attached to the Residential Property and hold exclusive ownership over the purchased Residential Property, as described and stipulated in Article 1 of this Agreement.

b) Areas and construction items under the Seller’s private ownership refer to those within the Project that, according to the approved planning documents, design, and legal papers, are designated for business purposes but retained by the Seller and not sold.

The Seller shall hold the exclusive ownership over residential areas and construction works classified as private property.

c) Areas and construction items within the Project under the common ownership of other residential property owners and other construction works in the Project are as specified in Appendix 3 – General Regulations attached to this Agreement.

Areas and construction items within the Project under the private ownership of the developer but designated for common use: will be specifically determined by the Seller's notice at each relevant time.

The Seller has the full right to unilaterally adjust and supplement areas and construction items within the Project under the Seller's private ownership to be designated for common use, without requiring the Buyer's consent.

The Seller, the Buyer, and the owners of other property within the Project shall have shared ownership over the common areas. The Seller, the Buyer, and other owners of house areas and other construction works shall have common use rights over the areas and construction items within the Project that are under the Seller's private ownership but designated for common use. The common use and payment of use fees must comply with the Seller's regulations and with Appendix 3 – Regulations attached to this Agreement.

8.2. Public Service and Utility Areas within the Project: These are community living areas, common playgrounds of the Project, and items identified as having public use and service functions according to the approved planning and design documents of the Project. The Buyer and other owners (if any) are obligated to pay the costs for the use, operation, maintenance, and repair of public service and utility areas within the Project as agreed in this Agreement, the Regulations.

8.3. The management and operation, and the payment method for Domestic Management Fees, Public Management Fees, and other fees related to the operation of the Residential Area and the Project, shall be gorverned in accordance with the Regulations, the project's operation management regulations, and any applicable amendments or supplements issued from time to time.

ARTICLE 9. RIGHTS AND OBLIGATIONS OF THE SELLER

9.1. Rights of the Seller:

a) To require the Buyer to pay for the Residential Property in strict accordance with Article 3 of this Agreement, and to charge interest in the event of late payment by the Buyer as per the agreed schedule in Article 3 of this Agreement.

b) To require the Buyer to take handover of the Residential Property within the agreed timeframe stipulated in this Agreement.

c) To be entitled to refuse to hand over the Residential Property or the original Certificate to the Buyer until the Buyer has fulfilled all payment obligations as agreed in this Agreement, the Regulations.

d) To be entitled to change equipment and construction materials for the Residential Property to those of equivalent quality, in accordance with construction law; in cases

of changing internal equipment or finishing materials of the Residential Property, a written agreement with the Buyer is required.

đ) To unilaterally terminate the Agreement as agreed in this Agreement.

e) To require the Buyer to pay contractual penalties or compensation for damages if the Buyer breaches agreements that require penalty payment or compensation under this Agreement or by decision of a competent state authority.

g) The Seller shall issue the Regulations and reserves the right to amend, supplement, or replace the Regulations from time to time. The Seller shall, either independently or by engaging qualified entities, manage and operate the Project and the Residential Area, maintain the Common Use Areas, and ensure the quality of the technical infrastructure, social infrastructure, utilities, landscape, and common facilities within the Project and the Residential Area in accordance with this Agreement, the Regulations.

h) The Buyer acknowledges that the Seller may need to make changes to the Project and/or the Residential Area and/or the Residential Property in accordance with the approved dossiers from competent state authorities without prior notice to or approval from the Buyer. The Buyer shall have no claims against the Seller for such changes, and the Buyer's rights and obligations under this Agreement shall remain unchanged.

i) To retain ownership of the Residential Property and all associated rights granted under the Law until the Buyer has fully fulfilled all obligations set forth in this Agreement.

k) To have the right to suspend or request providers to suspend the supply of electricity, water, and related utility services to the Residential Property, Residential Area, or Project if the Buyer breaches any provision of this Agreement, the Regulations, after the Seller or the management unit has provided written notice of the handling method requiring the Buyer to remedy the breach, and the Buyer fails to remedy it within the requested period.

l) The Seller shall be exempt from liability for any third-party disputes or claims arising from the Buyer’s actions related to the signing and performance of this Agreement, as well as the Buyer's use and disposition of the Residential Property. During the performance of this Agreement, if any third-party disputes against the Buyer result in damages to the Seller’s legitimate rights and interests, the Buyer shall be responsible for compensating the Seller for all direct and indirect damages incurred as a consequence of such disputes.

m) To display free of charge and permanently the name signs of the Project/Residential Area, the Seller's name, and other name signs at the Seller's discretion in the Common

Use Areas and utilities, provided that it does not adversely affect the Buyer's ownership or use of the Residential Property, Common Use Areas, or utilities.

n) To be entitled to hand over the Certificate to a credit institution if the Buyer mortgages this Agreement/Residential Property to a credit institution and the Buyer has not yet provided the Seller with a written confirmation from the credit institution stating that the Buyer has fully satisfied all obligations to the credit institution

o) The Seller, at any time, has the right to assign, transfer, or create security over any of its rights and/or obligations under this Agreement to any third party without the Buyer's consent, provided that such assignment, transfer, or security measure will not adversely affect the Buyer's rights and interests under this Agreement. In such cases, the Buyer is obligated to sign all documents required by the Seller for the Seller to affect the assignment of its rights and obligations under this Agreement, including the Regulations.

p) To be entitled to adjust the Domestic Management Fees and Public Management Fees based on reasonable grounds such as inflation, adjustment of scope of work, actual revenue and expenditure needs for the purpose of managing and operating the Residential Area and Project, and maintaining the quality of the technical infrastructure, social infrastructure, utilities, landscape, and common facilities within the Project and the Residential Area, etc.

q) To require the Buyer to comply with the provisions set forth in this Agreement, the Regulations.

r) To require the Buyer to pay late payment interest at the rate specifically stipulated in Clause 11.1, Article 11 of this Agreement.

s) Other rights stated in this Agreement or prescribed by Law.

9.2. Obligations of the Seller:

a) To provide the Buyer with accurate information regarding the detailed project planning, and the approved planning and design of the Residential Property.

b) To construct the Residential Property and infrastructure facilities in accordance with the approved planning, project dossier content, and progress, ensuring that upon handover, the Buyer can use and reside normally.

c) To ensure the construction quality, technical, and aesthetic architecture of the Residential Property adheres to current regulations, design standards, and technical standards.

d) To preserve the Residential Property during the period before its handover to the Buyer; to perform warranty for the Residential Property as stipulated in this Agreement and by law;

đ) To hand over the Residential Property and related legal documents of the sold Residential Property to the Buyer within the agreed timeframe in this Agreement.

e) To guide and assist the Buyer in signing service contracts with electricity, water, telecommunications, cable television providers, etc.

g) To pay land use fees and other taxes, fees, and charges related to the sale of the Residential Property as prescribed by law.

h) To carry out procedures for the competent state authority to issue the Certificate to the Buyer. In this case, the Seller will issue a written notice to the Buyer regarding the submission of relevant documents for the Seller to process the application for the Certificate for the Buyer.

If the Buyer fails to submit all required documents within 20 (twenty) days from the date of receiving the Seller's notice, it will be considered that the Buyer voluntarily proceeds with the Certificate issuance procedures themselves. When the Buyer voluntarily proceeds with the Certificate application procedures, the Seller must support and provide the Buyer with complete legal dossiers regarding the sold Residential Property.

i) To assist the Buyer in carrying out procedures for mortgaging the purchased Residential Property at a credit institution upon the Buyer's request.

k) To pay contractual penalties and compensate the Buyer for damages if the Seller breaches agreements that require penalty payment or compensation under this Agreement or by decision of a competent state authority.

l) To avoid misunderstanding, the Seller shall only initiate procedures with the competent state authority to issue the Certificate to the Buyer or provide the Buyer with dossiers and documents as required by Law related to the Certificate issuance procedure as stipulated in Clause 9.2.(h) above, provided that the Buyer has fulfilled all its due and overdue obligations and responsibilities under the Agreement and is eligible to own residential property in Vietnam as prescribed by Law.

Both Parties agree and acknowledge that the completion time for the Certificate issuance procedures depends on the Buyer's personal dossier submission progress and the processing time of the competent State Authority.

m) The Seller will assist the Buyer in carrying out procedures for mortgaging the purchased Residential Property at a credit institution upon the Buyer's request;

however, the approval of the Buyer's loan by the credit institution will depend on the credit institution's specific assessment of the Buyer's loan application.

n) To perform other obligations stated in this Agreement or prescribed by Law.

ARTICLE 10. RIGHTS AND OBLIGATIONS OF THE BUYER

10.1. Rights of the Buyer:

a) To receive the handover of the Residential Property specified in Article 1 of this Agreement, with the quality, equipment, and materials listed in the table of construction materials as agreed by the Parties in Appendix 1 of this Agreement, and the Residential Property dossier as per the terms of this Agreement.

b) To use car/motorbike parking spaces within the Project's parking area if the Project provides such facilities. The number of vehicles allowed, regulations, and parking fees will be specifically determined by the Seller's notice from time to time.

c) To request the Seller to carry out procedures for applying for the Certificate in accordance with the law (except when the Buyer voluntarily undertakes this procedure as agreed in Clause 9.2.(h), Article 9 of this Agreement).

d) To have full rights of ownership, use, and to conduct transactions with the purchased Residential Property in accordance with the Law, and to use infrastructure services provided directly by service enterprises or through the Seller after receiving the Residential Property handover, as per regulations on using infrastructure services from service providers.

đ) To receive the Certificate after having paid 100% (one hundred percent) of the purchase price for the Residential Property, any penalties as stipulated by this Agreement (if any), and all taxes, fees, and charges related to the Residential Property as agreed in this Agreement, the Regulations and as prescribed by Law.

e) To request the Seller to complete the construction of technical and social infrastructure facilities in accordance with the approved project content and progress.

g) To have the right to refuse to take handover of the Residential Property if the Seller fails to complete the construction and bring into use the essential infrastructure facilities serving the Buyer's residential needs as agreed in Clause 4.4, Article 4 of this Agreement, or if the actual total land area measured at the time of Residential Property handover differs by more than 5% (five percent) compared to the total land area stated in Clause 1.3.2, Article 1 of this Agreement, or if the actual total construction floor area measured at the time of Residential Property handover differs by more than 8%

(eight percent) compared to the total construction floor area stated in Clause 1.3.1, Article 1 of this Agreement. Refusal to take handover of the Residential Property in these cases shall not be considered a breach of the Residential Property handover conditions by the Buyer towards the Seller.

h) For clarity, if the Buyer refuses to accept the handover of the Residential Property due to an area discrepancy as stated in Clause 10.1.(g) above, the Parties shall agree to adjust the area and the Sale Price accordingly to proceed with the Residential Property handover. If the Parties cannot reach an agreement on the adjustment of the area and/or the Sale Price, the Parties will terminate this Agreement and return to each other what has been received. The Seller will refund to the Buyer the amount the Buyer has paid (excluding interest and not including late payment interest, penalties for breach, or compensation for damages that the Buyer has paid to the Seller, if any), and this shall be the Seller's sole obligation to the Buyer in case of termination of this Agreement. Refusal to hand over/take handover of the Residential Property in this case shall not be considered a breach of the Residential Property handover conditions by either the Seller or the Buyer.

i) To have the right to commonly use the Common Use Areas, technical infrastructure, and public utilities, as well as infrastructure services of the Project and the Residential Area in accordance with the Regulations or the regulations of a competent state authority (after receiving handover from the Seller).

k) After the Certificate is handed over to the Buyer, the Buyer shall be free to transfer the Residential Property to any third party permitted by Law, provided that the Buyer notifies and ensures that the third party or the purchaser of the Residential Property continues to comply with this Agreement (for clauses that remain effective after this Agreement terminates), the Regulations. In case of a breach of this provision, the Seller or the Self-Governing Board, as applicable from time to time, shall have the right to apply the handling measures stated in the Regulations, and the Buyer shall remain responsible for fulfilling obligations on behalf of the third party purchasing the Residential Property as stipulated in this Agreement (for clauses that remain effective after this Agreement terminates), the Regulations.

10.2. Obligations of the Buyer:

a) To fully and timely pay the purchase price for the Residential Property as agreed in Article 3 of this Agreement, regardless of whether or not the Seller provides notices for the Residential Property payment installments.

b) To take handover of the Residential Property as agreed in this Agreement.

c) From the Actual Handover Date, the Buyer shall be solely responsible for the purchased Residential Property (except for cases under the Seller's responsibility for legal validity and Residential Property warranty) and shall be solely responsible for purchasing and maintaining necessary insurance policies against all risks and damages related to the Residential Property and civil liability insurance in accordance with legal provisions.

d) From the Actual Handover Date, even if the Buyer has not yet occupied the Residential Property, the Residential Property will be managed and maintained according to this Agreement, the Regulations, and the Buyer must comply with the provisions stated in the Agreement, Regulations.

đ) To pay taxes, fees, and charges as prescribed by law that the Buyer must pay as agreed in this Agreement.

e) The Buyer shall independently sign contracts with service providers and pay service costs such as: electricity, water, cable television, telecommunications, etc., and other taxes and fees arising from the Buyer's use needs as stipulated.

g) To use the Residential Property for its intended purpose of residence or business in accordance with housing law and as agreed in this Agreement, the Regulations.

h) To pay contractual penalties and compensate the Seller for damages if the Buyer breaches agreements that require penalty payment or compensation as stipulated in this Agreement or by decision of a competent state authority.

i) To perform other obligations as decided by the competent state authority when breaching regulations on housing management and use.

k) Except for payment installments for house handover or Certificate handover, which shall be made according to the Seller's notification time, the Buyer's payment obligations under this Agreement shall remain unaffected by the Seller's failure to send payment notices or by any errors in the Seller's notifications regarding payment amounts. If the Buyer fails to make payment to the Seller as stipulated in the Agreement by the due date, the Seller shall enforce the remedies specified in Clause 11.1, Article 11 of the Agreement.

l) The Buyer must fully and timely pay the Maintenance Fund Fee, Domestic Management Fees, Public Management Fees, and other payments and contributions (if any) to the Seller or any other person or management unit designated by the Seller, in accordance with this Agreement, the Regulations.

m) To facilitate the Seller or the unit authorized by the Seller in the maintenance, management, and operation of the Project and the Residential Area.

n) To comply with regulations on warranty and maintenance for Common Ownership Areas, infrastructure, and other items as stipulated by the Regulations.

o) If any taxes related to the Residential Property and Common Use Areas and utilities serving residents become due on or after the Actual Handover Date, and are legally or by competent state authority's decision the Buyer's responsibility, the Buyer must pay them.

p) To be solely responsible for the accuracy and truthfulness of the legal dossiers and documents related to the information provided to the Seller for the execution of this Agreement and for the application procedures for the Certificate for the Buyer.

q) To provide the Seller with all necessary documents, certifications, and papers as requested by the Seller and/or stipulated by competent state authorities for the Seller to carry out legal procedures for applying for the Certificate for the Residential Property for the Buyer. The Buyer shall also cooperate with the Seller to attend or send a representative or authorized person to meetings with competent state authorities when required, and will cooperate with the Seller in providing necessary certifications, documents, and papers, and signing additional documents or contracts reasonably requested by the Seller or required by competent state authorities to complete the Certificate application procedures.

The Buyer confirms and commits to ensuring that they are eligible to own Residential Property in Vietnam as prescribed by Law. The Seller will not be responsible for applying for the Certificate if the Buyer is not eligible or has restricted ownership rights for Residential Property in Vietnam as prescribed by Law.

If the Buyer fails to submit all required documents within 20 (twenty) days from the date of notification, it will be considered that the Buyer voluntarily proceeds with the Certificate issuance procedures themselves. Concurrently, the Buyer is responsible for paying the entire remaining amount of this Agreement, as well as any amounts arising from area discrepancies, late payment penalties, and compensation for damages (if any) within the next 20 (twenty) days. Any delay by the Buyer in making these payments will be handled similarly to Clause 11.1, Article 11 of this Agreement.

r) To comply with other obligations stated in this Agreement, the Regulations or as prescribed by Law.

ARTICLE 11. RESPONSIBILITIES OF BOTH PARTIES AND HANDLING OF CONTRACT BREACHES

11.1. Both Parties agree on the form and method of handling breaches when the Buyer delays payment of the Residential Property Sale Price and other amounts as stipulated in this Agreement to the Buyer:

11.1.1. If payment of any installment of the Residential Property Sale Price, or any other amounts owed by the Buyer under Article 3 of this Agreement, remains outstanding for more than 20 (twenty) days past the due date, the Buyer shall incur an overdue penalty interest charge of 0.03% (zero point zero three percent) per day on the total overdue amount. This penalty shall be calculated from the 21st (twenty-first) day of delay until the actual payment date.

11.1.2. During the performance of this Agreement, if the Buyer delays payment of an installment by more than 30 (thirty) days, or if the total accumulated time the Buyer is overdue in payments for all installments due under this Agreement (including the Maintenance Fund Fee) exceeds 90 (ninety) days, the Seller reserves the right to unilaterally terminate this Agreement as agreed in Article 14 of this Agreement. Notwithstanding the above provisions, the Seller has the right to unilaterally terminate this Agreement if the Buyer delays payment of Installment 1 by more than 10 (ten) days. Accordingly, the Seller has the right to enforce the remedies as stated in Clause 14.2.2, Article 14 of this Agreement against the Buyer.

11.2. Both Parties agree on the form and method of handling breaches when the Seller delays handover of the Residential Property to the Buyer as follows:

11.2.1. If the Buyer has fully paid all installments of the Residential Property Sale Price and other payments (if any) in accordance with the agreed schedule in this Agreement, but more than 120 (one hundred twenty) days have passed from the Estimated Handover Date as agreed in Clause 5.2, Article 5 of this Agreement, and the Seller has still not handed over the Residential Property to the Buyer, the Seller shall be liable for a late handover penalty at an interest rate of 0.03% (zero point zero three percent)/day on the total amount the Buyer has paid to the Seller (excluding late payment interest, penalties for breach, or compensation for damages that the Buyer has paid to the Seller, if any), calculated from the 121st (one hundred twenty-first) day of delay until the date the Seller sends notice that the Residential Property is ready for handover to the Buyer.

11.2.2. If the Seller delays the handover of the Residential Property by more than 180 (one hundred eighty) days beyond the Estimated Handover Date stipulated in Clause 5.2, Article 5 of this Agreement, the Buyer shall have the right to either: (i) Continue performing this Agreement by entering into an additional agreement specifying a new

handover timeline; or (ii) Unilaterally terminate this Agreement in accordance with Article 14 of this Agreement.

The provisions of Clause 11.2 shall not apply if the Seller's delay in handing over the Residential Property is due to a Force Majeure Event.

In such cases, the Estimated Handover Date shall be extended for a period equal to the duration of the Force Majeure Event and the time required for the Seller to fully remedy its consequences. However, the extension shall not exceed 540 (five hundred forty) days.

11.3. If, upon the Seller's notice of handover, the Residential Property is ready for handover as agreed in this Agreement, but the Buyer fails to accept it (except for cases stipulated in Clause 10.1.(g), Article 10 of this Agreement), then from the Handover Notice Deadline, it shall be deemed that the Buyer has agreed to officially accept the Residential Property as is, and the Seller shall be considered to have fulfilled its handover obligations under this Agreement. Within 20 (twenty) days from the Handover Notice Deadline, the Buyer is responsible for contacting the Seller to complete the formal signing of the Residential Property Handover Minutes. The Buyer shall not be entitled to provide any reason for not signing the Residential Property Handover Minutes; the Buyer's failure to complete the procedures and/or refusal to sign the Residential Property Handover Minutes within the aforementioned period will constitute a breach of this Agreement by the Buyer. In such a case, the Seller has the right to require the Buyer to continue performing this Agreement and settle any outstanding debts and late payment penalties (if any) or to unilaterally terminate the Agreement and enforce the remedies as stipulated in Clause 14.2.2, Article 14 of this Agreement.

11.4. If the Buyer unilaterally terminates this Agreement in violation of its provisions, the Seller has the right to terminate this Agreement, repossess the Residential Property (if it has already been handed over), sell the Residential Property to other customers, and enforce the remedies as stipulated in Clause 14.2.2, Article 14 of this Agreement.

11.5. The Buyer shall indemnify and reimburse the Seller for all damages that the Seller (including the Seller's employees, laborers, representatives, and related parties) incurred. These damages may include, but are not limited to, legal costs, compensation, penalties, and other legal obligations that the Seller (including the Seller's employees, laborers, representatives, and related parties) must pay or perform towards third parties, arising from or related to any act of the Buyer towards the Seller (including the Seller's employees, laborers, representatives, and related parties) during the performance of this Agreement.

This provision does not limit or exclude any other rights and remedies available to the Seller under applicable law and this Agreement.

11.6. If either Party breaches any obligation under this Agreement, other than the specific breaches outlined in this Article, the breaching Party shall be subject to contractual penalties as prescribed by law. Additionally, the breaching Party shall be responsible for compensating the non-breaching Party for any actual damages incurred as a result of the breach.

ARTICLE 12. COMMITMENTS OF THE PARTIES

12.1. Commitments of the Seller:

a) The Residential Property specified in Article 1 of this Agreement has not been sold to another party and is not subject to any prohibition on sale under the Law.

b) The Residential Property specified in Article 1 of this Agreement has been constructed in accordance with the approved planning, design, and drawings provided to the Buyer, ensuring quality and adherence to the construction materials agreed upon in Appendix 1 of this Agreement.

12.2. Commitments of the Buyer:

a) Has thoroughly researched and reviewed information about the Residential Property.

b) Has been provided by the Seller with copies of necessary documents, materials, and information related to the Residential Property, and has carefully read and understood the provisions of this Agreement and its attached appendices. The Buyer has researched all matters the Buyer deemed necessary to verify the accuracy of such documents, materials, and information.

c) The purchase price of the Residential Property under this Agreement is legitimate and free from disputes with any third party. The Seller shall not be responsible for any disputes regarding the amount the Buyer has paid to the Seller under this Agreement. In the event of a dispute over this Residential Property purchase amount, this Agreement shall remain effective between the Parties.

d) To provide necessary documents when requested by the Seller, as stipulated by Law, to process the Certificate issuance for the Buyer.

đ) Possesses full legal capacity, authority, and financial capability to enter into and perform this Agreement in accordance with the Law.

e) For clarity, in all cases, the Buyer is responsible for resolving disputes with third parties arising from and/or related to the payment and/or signing and/or performance of this Agreement, and the Buyer shall indemnify, defend, and hold the Seller harmless from, and pay or reimburse the Seller for, any and all losses arising from disputes between the Buyer and third parties.

12.3. The signing of this Agreement between the Parties is entirely voluntary, without coercion or deception.

12.4. In the event that one or more articles, clauses, or sub-clauses in this Agreement are declared null and void, legally invalid, or unenforceable by a competent state authority under current Law, the other articles, clauses, and sub-clauses of this Agreement shall remain enforceable between the Parties. The Parties will agree to amend any articles, clauses, or sub-clauses declared null and void, legally invalid, or unenforceable in accordance with the Law while remaining consistent with the intent of both Parties.

12.5. Both Parties commit to strictly performing the agreements stipulated in this Agreement.

12.6 The Buyer commits to undertakes to be responsible for any losses or damages (whether direct or indirect) that the Buyer may suffer due to the Buyer's signing or performance of this Agreement.

12.7 The issuance of the Certificate (if any) is subject to current legal provisions and the decision of the competent state authority at each effective time. At the time the Buyer researched the Project's legal information, they fully understood the potential risks related to not being issued the Certificate. The Buyer voluntarily entered into the transaction based on knowing and accepting all potential risks related to the above content, and the Seller shall bear no liability regarding whether the competent state authority issues a Certificate for the Project. The parties agree that the state authority's decision will be final, and the Buyer shall not submit complaints or attribute responsibility to the Seller in any form.

ARTICLE 13. FORCE MAJEURE EVENTS

13.1. The Parties agree that any of the following cases shall be considered Force Majeure Events:

a) War or natural disaster or changes in State Law policies.

b) Due to the necessity of implementing a decision by a competent state authority or other cases stipulated by Law.

c) Due to accident or illness requiring emergency medical care at a healthcare facility.

d) Due to fire, explosion, storm, flood, earthquake, war, riot, civil commotion, insurrection, terrorist act, strike (not due to the fault of one or both Parties), epidemic.

13.2. Any purely financial difficulties shall not be considered Force Majeure Events, including any issues encountered by the Buyer (originating from the Buyer) in loan procedures with credit institutions for payment under this Agreement.

13.3. When one of the Force Majeure Events as agreed in Clause 13.1 of this Article occurs, the Party affected by the Force Majeure Event must notify the other Party in writing or directly within 30 (thirty) days from the date the Force Majeure Event occurred (if there is documentary evidence of the force majeure reason, the affected Party must present such documentation). The affected Party's inability to perform its obligations due to a Force Majeure Event shall not be considered a breach of obligations under this Agreement and shall not be grounds for the other Party to terminate this Agreement.

13.4. The performance of obligations under this Agreement by the Parties shall be suspended during the occurrence of a Force Majeure Event. The parties will continue to perform their obligations after the Force Majeure Event ceases, except as stipulated in Clause 14.1.(d), Article 14 of this Agreement.

13.5. Risks and damages occurring due to a Force Majeure Event shall be handled as follows:

- Before Residential Property handover: Damages to the Residential Property shall be borne by the Seller.
- From the Actual Handover Date: Risks and damages to the Residential Property shall be borne by the Buyer.

ARTICLE 14. TERMINATION OF AGREEMENT

14.1. Cases of Agreement Termination:

a) Both Parties mutually agree in writing to terminate this Agreement. In this case, the two parties shall draw up a specific written agreement detailing the conditions and timeframe for the termination of this Agreement.

b) The Seller exercises its right to unilaterally terminate the Agreement due to the Buyer's late payment for the Residential Property as agreed in Clause 11.1, Article 11 of this Agreement.

c) The Buyer exercises its right to unilaterally terminate the Agreement due to the Seller's late handover of the Residential Property as agreed in Clause 11.2, Article 11 of this Agreement.

d) In cases where the Party affected by a Force Majeure Event cannot remedy the situation to continue performing its obligations within 270 (two hundred seventy) days from the date the Force Majeure Event occurred, and if the two Parties have no other agreement, then either Party has the right to unilaterally terminate the Agreement, and such termination shall not be considered a breach of this Agreement.

14.2. Handling of Consequences Due to Agreement Termination as stipulated in Clause 14.1 of this Article shall be carried out as follows:

14.2.1. Termination of Agreement under Clause 14.1.(a) of this Article: Shall be carried out according to the content agreed upon by both Parties.

14.2.2. Termination of Agreement under Clause 14.1.(b) of this Article:

a. In this case, the Seller has the right to sell the Residential Property to another customer without the Buyer's consent and to repossess the Residential Property (if already handed over), provided that the Seller notifies the Buyer in writing at least 30 (thirty) days in advance. If the Buyer fails to return the Residential Property as requested by the Seller, the Seller shall have the right to evict the Buyer from the Residential Property and repossess it. The Seller shall not be liable for any losses or damages incurred (if any) to the Buyer's furniture, belongings, equipment, and other property due to the Seller's entry and repossession of the Residential Property as stated above.

b. If the Seller repossesses the Residential Property and it is no longer in its original condition or the condition described in the Residential Property Handover Minutes, the Buyer must restore the Residential Property themselves or pay the Seller all costs that the Seller must incur to restore the Residential Property to its original condition or the condition described in the Residential Property Handover Minutes.

c. The Seller will refund the amount the Buyer has paid (excluding interest and not including late payment interest, penalties for breach, or compensation for damages that the Buyer has paid to the Seller, if any) after deducting the following penalties and compensation: (A) overdue penalty interest (if not yet collected), (B) a contractual breach penalty of 20% (twenty percent) of the Sale Price excluding VAT, (C) brokerage fees and sales costs that the Seller had to pay for the period before signing this Agreement as well as for finding new buyers, which the parties agree is 4% (four percent) of the Sale Price, (D) costs for restoring the Residential Property to its original condition if the Buyer has already received handover of the Residential Property (if the Seller has already paid), and (E) compensation for damages as per Clause 11.5, Article 11 of this Agreement. The refund to the Buyer will only be made after the Seller has sold the Residential Property to another customer and received payment from that customer equivalent to the proportion the Buyer had paid. The Buyer is responsible for providing the Buyer's account

information and signing necessary documents as requested by the Seller for the Seller to proceed with the liquidation of the Agreement and payment to the Buyer.

14.2.3. Termination of Agreement under Clause 14.1.(c) of this Article: The Buyer shall provide the Seller with a written notice of termination of the Agreement at least 30 (thirty) days prior to the requested termination date. In this case, the Seller must refund the entire amount paid by the Buyer (excluding interest and not including late payment interest, penalties for breach, or compensation for damages that the Buyer has paid to the Seller, if applicable) and bear a contractual breach penalty equivalent to 20% (twenty percent) of the Sale Price excluding VAT. The refund period shall not exceed 60 (sixty) days from the date both Parties sign the liquidation and termination minutes of the Agreement. If the Seller fails to refund the amount within 60 (sixty) days of the refund due date, the Buyer has the right to demand payment from the bank guaranteeing the Seller, in accordance with the terms and conditions of the letter of guarantee issued by that bank at the Seller's request.

14.2.4. Termination of Agreement under Clause 14.1.(d) of this Article:

The Party requesting termination shall provide the other Party with a written notice of termination of the Agreement to the other Party at least 30 (thirty) days prior to the requested termination date. In this case, neither Party shall be liable for unilaterally terminating the Agreement against the other Party. Accordingly, both Parties shall return to each other what has been received up to the time of termination; for money refunds, no interest shall be applied, and it shall not include late payment interest, penalties for breach, or compensation for damages that the Buyer has paid to the Seller, if any.

In this case, the brokerage fees incurred by the Seller during the negotiation, signing, and performance of the deposit agreement (if any) and this Agreement shall be shared equally between the Parties on a 50:50 basis, and the Seller has the right to deduct this amount from the money to be refunded to the Buyer.

14.3. In addition to the cases of termination and the handling of consequences of termination already stipulated in this Agreement, if the Buyer breaches its obligations under this Agreement or the Law, and such breach cannot be remedied or is not remedied within 10 (ten) days from the date of the Seller's request, the Seller shall have the right to unilaterally terminate this Agreement and enforce the remedies as stipulated in Clause 14.2.2 of this Article.

14.4. After this Agreement is terminated, each Party shall still settle any outstanding obligations with the other Party as stipulated in this Agreement, its appendices, and relevant legal provisions.

14.5. In the event that this Agreement is terminated after the Actual Handover Date, the Buyer must return the Residential Property to the Seller no later than 10 (ten) days from the date of Agreement termination. In such a case, the provisions in sub-clauses (a) and (b) of Clause 14.2.2 of this Article will apply, and the Seller has the right to deduct the costs for restoring the Residential Property from the amounts to be refunded to the Buyer, similar to the provisions in sub-clause (c) of Clause 14.2.2 of this Article.

14.6. The Parties agree that Articles 6; Clauses 9.1.(g), 9.1.(m), 9.1.(p) of Article 9; Clauses 10.1.(i), 10.1.(k), 10.2.(l) of Article 10 of this Agreement; the Regulations in Appendix 3 of this Agreement shall continue to remain in full force and effect after this Agreement is liquidated due to the Buyer having received the Certificate. These clauses shall terminate only when the rights and obligations stipulated in the aforementioned clauses are fully performed.

ARTICLE 15. NOTICES

15.1. Addresses for Receiving Notices from the Other Party

- Seller's address: SOUTHGATE JOINT STOCK COMPANY – contact address: No. 6 Nguyen Khac Vien, Tan My Ward, Ho Chi Minh City, Vietnam.
- Buyer's address: as recorded in the Buyer's contact address at the beginning of this Agreement.

15.2. Form of Notice Between Parties: Notices must be in writing and sent via hand delivery or express mail. A Party may send notices directly or through an authorized representative to the other Party. Text messages and emails may be used for information exchange between the parties and serve as reference documents.

15.3. Recipient of Notice (if the Buyer consists of multiple individuals, the Buyer agrees to appoint one representative to receive notices): Mr./Ms. _____

15.4. Any notice, request, information, or complaint arising in connection with this Agreement must be made in writing. Both parties agree that notices, requests, and complaints are deemed received if sent to the correct address, correct recipient name, and in the correct form as agreed in Clauses 15.1, 15.2, and 15.3 of this Article, and within the following timeframes:

15.4.1. On the date of sending, in the case of hand delivery with the signature of the recipient.

15.4.2. On the third (3rd) Working Day from the postmark date in the case of notice sent via express mail (regardless of the recipient's signature information in the delivery receipt signed by the Buyer (the recipient) on the delivery confirmation slip).

15.4.3. The Parties are responsible for not receiving notices from the other Party due to providing incorrect or incomplete contact information or habitually not being present at their contact address.

15.5. The Parties must notify each other in writing of any proposed changes to the address, form, and name of the notice recipient. If there is a change in (address, form, recipient name, etc.) and the changing Party fails to notify the other Party, the sending Party will not be responsible for the changing Party not receiving the written notices.

ARTICLE 16. OTHER AGREEMENTS

16.1. Interpretation of Terms:

Unless the terms and conditions of this Agreement provide otherwise, the following words and terms shall have the meanings set forth below:

16.1.1. **"Management Board"** means as defined in the Regulations.

16.1.2. **"Self-Governing Board"** means as defined in the Regulations.

16.1.3. "**The Parties**" or **"Both Parties"** means the Seller and the Buyer; and "**Party**" means any one of the Parties.

16.1.4. **"Project"** means the housing construction project located in the Vam Co Dong Southgate New Urban Area, developed by the Seller, with the project code 4782766412 and commercial name WaterPoint

16.1.5. **"Warranty Unit"** is the Seller or a unit authorized by the Seller to perform warranty work for the Residential Property.

16.1.6. **"Final Payment Installment"** means as stipulated in Clause 3.2, Article 3 of the Agreement.

16.1.7. **"Sale Price"** means the sale price of the Residential Property stipulated in Article 2 of this Agreement.

16.1.8. **"Certificate"** means the certificate of land use rights, ownership of houses, and other land-attached assets issued by the competent state authority to the Buyer to certify the Buyer's land use rights and house ownership after the Buyer has fully fulfilled its obligations to the Seller under the terms and conditions of this Agreement.

16.1.9. **"Agreement"** means this residential property sale and purchase agreement, including all attached appendices, amendments, adjustments, or supplements attached from time to time.

16.1.10. **"Residential Area"** means the {Subdivision-area name} of the Project.

16.1.11. **"Residential Property"** means the real estate including land use rights and construction works attached to those land use rights located within the Residential Area, along with the information and characteristics stated in Article 1 of this Agreement.

16.1.12. **"Handover Commencement Date"** is the date the Seller begins to hand over the Residential Property according to the Seller's handover notice (1st time) sent to the Buyer regarding the handover of the Residential Property.

16.1.13. **"Estimated Handover Date"** is the last day of the quarter/month that the Seller expects to hand over the Residential Property to the Buyer as stated in Clause 5.2, Article 5 of this Agreement.

16.1.14. **"Actual Handover Date"** is the date the Buyer signs the house handover minutes or the date the Buyer is deemed to have officially received the Residential Property as stipulated in Clause 5.4, Article 5 or Clause 11.3, Article 11 of this Agreement, whichever comes first.

16.1.15. **"Handover Notice Deadline"** is the final deadline for handing over the Residential Property according to the Seller's handover notice (1st time) sent to the Buyer regarding the handover of the Residential Property, or the 20th (twentieth) day from the Handover Commencement Date, whichever comes later.

16.1.16. **"Working Day"** means days from Monday to Friday of each week, excluding public holidays and Tet holidays in Vietnam.

16.1.17. **"Regulations"** or **"General Regulations"** are the general regulations for the management and use of the Residential Area as stated in Appendix 3 attached to this Agreement and may be amended or supplemented from time to time during the management and use of the Residential Property.

16.1.18. **"Common Use Area"** means areas designated for public use within the Residential Area, including: community living areas, the Project's common playground areas, and items identified with public use and service functions according to the approved planning and design documents of the Project and Residential Area, technical infrastructure systems (above or underground) outside the Residential Property's premises, and charged or uncharged utility facilities. Details of the Common Use Area are stipulated in the Regulations or other appendices and documents attached to this Agreement.

16.1.19. **"Maintenance Fee"** means the amount that the Buyer is responsible for contributing as stipulated in this Agreement, used for the purpose of periodic maintenance, upkeep, or repair in case of damage, or supplementing operational costs for the Project's

technical infrastructure, social infrastructure, utilities, landscape, and common facilities.

16.1.20. **"Domestic Management Fee"** is one of the monthly residential area and urban area management and operation costs, as defined in the Regulations.

16.1.21. **"Public Management Fee"** is one of the monthly residential area and urban area management and operation costs, as defined in the Regulations.

16.1.22. **"Law"** means any law, decree, circular, regulation, order, rule, sub-law document, or any other enforceable document under any law, decree, circular, regulation, order, rule, or sub-law document of Vietnam.

16.1.23. **"Force Majeure Event"** means as stipulated in Article 13 of this Agreement.

16.1.24. **"Seller's Bank Account"** means the Seller's bank account specified in the Seller's information section of this Agreement or as subsequently notified by the Seller to the Buyer, whichever document is later.

16.1.25. **"Residential Property User"** refers to the Buyer and/or the occupant of the Residential Property and/or the lawful user of the Residential Property.

16.2. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, contracts, agreements, or any other documents between the Parties.

16.3. Within the term of this Agreement and for 36 (thirty-six) months from the date this Agreement terminates, the Parties shall not disclose the content of this Agreement and any information of the other Party to any third party without that Party's prior written consent, except as required by Law or where necessary to maintain or perform the obligations of this Agreement.

16.4. The Buyer acknowledges that if the Buyer comprises multiple individuals collectively constitute the Buyer, all references to the Buyer in this Agreement shall mean each of them, and all obligations and responsibilities of the Buyer under this Agreement shall be joint and several. The Seller shall not be required to determine the specific obligations of each individual Buyer but shall have the right to require any of them to fulfill the entire obligation individually. For convenience, the individuals forming the Buyer agree to authorize the first-named person on the list of individuals comprising the Buyer to act as their representative for dealings with the Seller concerning the Residential Property ("Authorized Person"), and any action taken by the Authorized Person shall be binding upon all individuals comprising the Buyer comprising the Buyer, without the need for separate consent from each individual. However, notwithstanding this authorization, all documents requiring the Buyer’s signature must be signed by each individual comprising the Buyer.

16.5. All rights, benefits, duties, responsibilities, and obligations of the Parties in this Agreement shall be binding upon their respective permitted successors and assignees. Before the Certificate is issued to the Buyer, if the Buyer, being an individual, dies or is declared deceased, the Buyer's heir(s) may inherit the Buyer's rights and obligations under this Agreement in accordance with applicable legal provisions, provided that such heir(s) have submitted to the Seller all documents meeting the Seller's requirements, proving the Buyer's death as well as their legal status and right to inherit, and act as administrator of the deceased Buyer's estate within 30 (thirty) days from the date the Seller receives notice of the Buyer's death or declaration of death.

16.6. If, pursuant to legal provisions, the Parties are required to appear before a competent state agency or notarization unit to authenticate the contract, or to execute a standard contract form issued by competent authorities, the Parties shall comply with such regulations and sign according to the standard contract form. The terms of this Agreement shall remain in full force and effect, except provisions that conflict with applicable law, which shall be amended by the Parties as required and as agreed upon in writing.

16.7. A Party's failure at any time to require the other Party to comply with any provision of this Agreement, or to apply or exercise a remedy for a breach by the other Party during the performance of this Agreement, shall:

16.7.1. Not be construed and/or deemed as a Party's agreement to that breach and an exemption for the other Party from performing its obligation; or

16.7.2. Not be considered a waiver of a Party's right to exercise a remedy for that breach, and/or the other Party's subsequent similar obligation, or as a basis for calculating the statute of limitations for remedies; or

16.7.3. Not affect that Party's right to demand compliance with or performance of those provisions at any subsequent time.

Either Party shall have the right to reserve the application of any remedial measures (as permitted in this Agreement or by Law) for such a breach at any time during the term of this Agreement, unless there is another agreement.

16.8. If the Buyer wants to repair the Residential Property in a way that differs from the design, the Buyer must get prior written approval from the Seller/Self-Governing Board, or Management Board. If the Buyer unilaterally repairs the Residential Property against the design, the Seller/Self-Governing Board, or Management Board has the right to stop the repair or demand that the Buyer cease this violating repair, and the Buyer must restore the Residential Property to its original condition. The Buyer commits to bearing full responsibility and indemnifying the Seller from all resulting liabilities, including the responsibility to apply for the Certificate for

the Residential Property if the Buyer's property completion doesn't comply with the above regulation.

16.9. In the event that the Buyer has received the Certificate and Both Parties have proceeded to liquidate this Agreement, the Buyer's repairs to the Residential Property will adhere to the Regulations (or equivalent document) issued by the Seller (or a service unit authorized by the Seller) and/or legal provisions.

16.10. If the time for fulfilling commitments and obligations under this Agreement happens on a Saturday, Sunday, public holiday, or Tet holiday as defined by Law, the fulfillment date for such commitments and obligations will be the next Working Day as defined by Law.

ARTICLE 17. DISPUTE RESOLUTION

The Parties are responsible for specifically agreeing on the method and form of dispute resolution concerning the contents of this Agreement, should any dispute arise, in a spirit of cooperation. When the two parties cannot reach an agreement through self-negotiation, they shall choose the competent Court in the Province/City where the Project is located to resolve the dispute in accordance with the Law.

Both Parties agree that neither Party shall use any form of dispute resolution other than what is stipulated above. If one of the Parties, on its own and/or by inciting other individuals or organizations, participates in resolving the dispute through methods that disrupt public order, use uncivilized or impolite language, employ banners, slogans, or social media, it shall be considered a breach of contract. The breaching Party will be subject to a fine and responsible for remedying the breach within 3 (three) days from the date of the breach. This fine will be used to supplement the Public Management Fee budget, and the breaching Party is responsible for depositing this fine into the Public Management Fee payment account within 30 (thirty) days from the date of the breach. If any Party breaches but fails to remedy or pay the fine on time, or remedies but continues to breach, it will be considered a repeat offense. The fine for the first breach is VND 20,000,000 (Twenty Million Vietnamese Dong). The fine for each repeat offense will double the amount of the immediately preceding fine. Specifically, if the Residential Property has not yet been handed over and a Party commits a repeat offense, the other Party simultaneously has the right to unilaterally liquidate the contract according to Article 14 of this Agreement.

ARTICLE 18. EFFECTIVE DATE OF THE AGREEMENT

18.1. This Agreement becomes effective on the date stated on page 1 (one) of this Agreement.

18.2. This Agreement consists of 18 (eighteen) articles and is executed in 7 (seven) original copies, comprising 5 (five) Vietnamese versions and 2 (two) English versions. The Buyer shall keep 2 (two) copies, and the Seller shall keep 5 (five) copies for archiving, for tax payment procedures, and for applying for the Certificate for the Buyer. In case of any discrepancy between the Vietnamese and English versions, the Vietnamese version shall prevail.

18.3. Attached to this Agreement are 1 (one) approved layout plan design drawing for the Residential Property as stated in Article 1 of this Agreement, 1 (one) list of Residential Property construction materials – Appendix 1, 1 (one) Sale Price Details – Appendix 2 and 1 (one) General Regulations on the Management and Use of Residential Areas – Appendix 3.

The appendices attached to this Agreement and any amendments or supplements agreed upon by Both Parties are an integral part of this Agreement and are binding upon both Parties.

18.4. Should the Parties agree to change the content of this Agreement, such changes must be made in writing and signed by Both Parties.

THE BUYER	**THE SELLER**
(Sign and clearly write full name, if the buyer is an organization, affix the organization's seal)	
.. .. ….	.. .. ….

APPENDIX 1

RESIDENTIAL PROPERTY CONSTRUCTION MATERIALS DESCRIPTION TABLE

The Seller reserves the right to replace the construction materials listed below with materials of similar or better quality and standards, and will notify the Buyer.

No.	**Item**	**Description**
Main Structure		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

The Seller reserves the right to replace the construction materials listed below with materials of similar or better quality and standards, and will notify the Buyer

APPENDIX 2

DETAILED SALE PRICE APPENDIX

The Sale Price includes:

(a) Land Use Right Value: Calculated by multiplying the unit land price by the total usable land area.

Unit land price: _____VND/m2

Land Use Right Value: _____VND.

(b) Residential Property Construction Value: Calculated by multiplying the unit construction floor price by the total construction floor area.

Unit construction floor price: _____VND/m2

Residential Property Construction Value: _____VND.

(c) Other Commercial Value: Includes:

- Value of urban area infrastructure;
- Value of utility and service infrastructure;
- Value of the brand for the Project;
- Other commercial advantages.

Other Commercial Value is calculated by multiplying the other commercial unit price by the total usable land area.

Other commercial unit price: _____VND/m2;

Other Commercial Value: _____VND.

(d) Value Added Tax: According to current Value Added Tax Law. In the event of any change in Value Added Tax as stipulated by law and/or guidance from competent authorities, the parties agree that the Sale Price will be adjusted accordingly.

THE BUYER	**THE SELLER**
(Sign and clearly write full name, if the buyer is an organization, affix the organization's seal)	
.. ……..... … … … … … … … … ….	.. … … … … … … … … … ….