



SUNSHINE GROUP – PHU THUONG CONSTRUCTION INVESTMENT JOINT STOCK COMPANY

- Add: Floor 43, Keangnam Landmark 72, Pham Hung Street, Nam Tu Liem District, Hanoi
- Tel: 047.303.999 – 047.303.6999 • Fax: 047.303.5699
- Web: www.sunshinegroup.vn

Hanoi, dated XXXX

DEPOSIT AGREEMENT

(Re: Security for the execution of Condominium Sale and Purchase Agreement No.

RXXXXX/2017/HDMBCH)

Today, **on XXXX** in Hanoi, we are:

I. DEPOSITED PARTY (PARTY A):

PHU THUONG CONSTRUCTION INVESTMENT JOINT STOCK COMPANY

Enterprise Registration Certificate No. 0106771556 firstly issued on 09 February 2015 by Hanoi Department of Planning and Investment, the fourth amendment on 20 March 2017

Address : Floor 43, Keangnam Landmark 72 Tower, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi, Vietnam

Tel : 047.303.9999 Fax: 04.7303.5699

Bank account No. **020045368999**

At : **Saigon Thuong Tin Commercial Joint Stock Bank (Sacombank) - Thu Do Branch**

Represented by : **Mr. DO VAN TRUONG** Position: **General Director**

ID No. : 171883958 issued on: 18 June 2012 by: Thanh Hoa Police

II. DEPOSITOR (PARTY B):

Full name : **Mr/Ms. XXXXXXXXXXXXX**

ID No : **XXXXXX** Issued on: **XX/XX/XXXX** By: **XXXX**

Permanent address : **.....**

Contact address : **.....**

Tel : **XXXXXXXXXX**

Email :

The Parties hereby voluntarily and mutually agree to sign this deposit agreement (hereinafter referred to as the “**Agreement**”) to ensure the signing of Condominium Sale and Purchase Agreement No. **RXXXXX/2017/SSR/HĐMBCH** (“**Condominium Sale and Purchase Agreement**”) of “**Apartment incorporated with commercial services**” Project (**Sunshine Riverside** Project or another name under decision of the investor or the State Agency from time to time) (“**Project**”) with the following contents:

1. Sale and purchase object and Selling Price of the Condominium

1.1. Sale and purchase object:

Type of Condominium: Apartment condominium

Condominium symbol: Floor **XX** **CTX** Building Condominium **No.XX**

Condominium code: **RX-XXXX**;

Project: “**Apartment incorporated with commercial services**” (“**Sunshine Riverside**” Project)

Project address: Lot CT03A-CT, Nam Thang Long Urban area stage III, Phu Thuong Ward, Tay Ho District, Hanoi;

Usable area of the condominium (clearance area): **XXXX m²**;

Construction floor area of the condominium (centerline of the walls): **XXXX m²**;

Of which:

- Usable area of the condominium: is the basis for calculating the selling price of the condominium as stipulated in Article 1.2 of this Agreement and is the private usable area of the condominium defined by the clearance area, as written in Certificate of land use rights, ownership of houses and other land-attached assets issued to Party B in accordance with the laws.

- Construction floor area of condominium: is the area calculated from the centerline of the boundary walls of the condominium, including the area of the floor with columns and technical boxes inside the condominium.

1.2. Selling Price of the Condominium:

Selling price of the condominium is: VND /m²(In words: VND).

Total value of the condominium: VND (In words: VND.....).

The above Selling price of the Condominium included the value of land use right, value added tax and 2% fees for maintenance of the shared area of the apartment building.

1.3. Progress of payment:

- 1st installment: Payment of 20% of the Selling price including VAT and deposit amounts (excluding maintenance fee) upon the execution of the Sale and Purchase Agreement or within 07 days from the signing date of the Deposit Agreement, equivalent to: VND (In words: VND).

- 2nd installment: Payment of 10% of the Selling price including VAT (excluding maintenance fee), at the date after 30 days from the 1st payment, equivalent to: VND (In words: VND).

- 3rd installment: Payment of 10% of the Selling price including VAT (excluding maintenance fee), at the date after 60 days from the 2nd payment, equivalent to: VND (In words: VND).

- 4th installment: Payment of 15% of the Selling price including VAT, (excluding maintenance fee), at the date after 90 days from the 3rd payment, equivalent to: VND (In words: VND).

- 5th installment: Payment of 15% of the Selling price including VAT (excluding maintenance fee), at the date after 120 days from the 4th payment, equivalent to: VND (In words: VND).

- 6th installment (when the condominium is handed over): Payment of 25% of the Selling price including VAT and 2% maintenance fee upon handover notice, expected in 3rd quarter of 2018, equivalent to: VND (In words: VND).

- Final installment: Payment of 5% of the remaining Selling price including VAT upon notice of receipt of Land use rights certificate of the Seller, equivalent to: VND (In words: VND).

2. Deposit amount

2.1. Deposit amount is **VND 100,000,000** (In words: One hundred million VND) (“**Deposit Amount**”) upon the execution of this Agreement;

2.2. The deposit may be made in cash or via wire transfer into the bank account of Party A as stipulated in the introduction part and shall be considered as completion if:

(i) There is a receipt of deposit amount confirmed by Party A or a Cash deposit slip into the bank account of Party A confirmed by the bank; or:

(ii) Party B made wire transfer of the payment to Party A and Party A received the payment as written in transfer documents of Party B and credit note of Party A.

3. Purposes of the deposit

3.1. The deposit is made for the purpose of ensuring the obligations of Party B on the execution of the Condominium Sale and Purchase Agreement as stipulated in Section 1 and Section 2 of this Agreement with Party A, accordingly, Party B shall be responsible to conduct the execution of the Condominium Sale and Purchase Agreement with Party A within 07 (seven) days from the signing date of this Agreement (“**Term**”).

3.2. Party B undertakes that it has carefully research the information of the project and the condominium and shall fully comply with the sales policies of Party A upon the signing of this Deposit Agreement and the entire contents of the Condominium Sale and Purchase Agreement provided by Party A.

3.3. During the Term, Party A undertakes not to sell the Condominium to any other third party.

4. Settlement of deposit amount

4.1. In the event that Party B signs the Condominium Sale and Purchase Agreement in accordance with this Agreement, the Deposit Amounts under this Agreement (after deducting the amounts that Party B is responsible for paying to Party A related to this Agreement (if any)) shall be deducted in the first payment in accordance with the Condominium Sale and Purchase Agreement.

4.2. In the event that Party B does not execute or complete the execution of the Condominium Sale and Purchase Agreement as of the expiration of the Term, Party A shall be entitled to:

(i) Retain the ownership over the entire Deposit Amounts; and

(ii) Sell the Condominium to any other third party.

4.3. Party B undertakes not to have any disputes, claims or complaints on the settlement of the deposit amount as stipulated in this Section 4.

5. Miscellaneous

Within 07 (seven) days from the signing date of this Agreement, Party B may transfer the right to purchase the Condominium under this Agreement to a third party by sending a written request (in accordance with the attached Agreement) to Party A enclosed with the original of this Agreement and confirmed by Party A on the conditions that at the time of the transfer, Party B has fully paid the Deposit Amounts and other amounts that Party B is responsible for paying to Party A (if any) as stipulated in Article 2.1 of this Agreement. The transferee of the right to purchase the Condominium shall be responsible for succeeding to all the rights and obligations of Party B in accordance with the contents of this Agreement.

6. Validity of the Agreement

6.1. This Agreement shall take effect from the signing date and automatically terminate upon the occurrence of one of the following events (whichever comes earlier):

(i) The Parties signed the Condominium Sale and Purchase Agreement and Party B fully made payment in the first installment in accordance with the Condominium Sale and Purchase Agreement; or:

(ii) Party B does not sign the Condominium Sale and Purchase Agreement within the Term as agreed in Article 3 of this Agreement.

6.2. This Agreement is made into 03 (three) originals with equal validity. Party A shall keep 02 (two) copies, Party B shall keep 01 (one) copy as the basis for implementation.

DEPOSITOR

REPRESENTATIVE OF DEPOSITED PARTY