


SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness
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DEPOSIT AGREEMENT

No.:/TTDC/ML

On, We are:

1. DEPOSITARY (PARTY A)

Name of Company: Mai Linh Investment Joint Stock Company

Enterprise Registration Certificate No. 0102043394 issued at the first time by Hanoi Department of Planning and Investment on September 25th, 2006.

Address: K1 Keangnam Showhouse, Me Tri street, Me Tri ward, Nam Tu Liem district, Hanoi.

Phone number:

Representative: Position:

In accordance with authorization letter (if any) No.:on.....

2. DEPOSITOR (PARTY B)

[If Customer is an individual, please fill out the following information. If Customer is group of individuals, please fill out full information of each individual]

Full name:

Date of birth:

The ID card/Passport No.: issued on: .../.../... at:

Permanent address:

Contact address:

Phone number: Fax (if any): Email:

Bank account (if any) No.: opened at:

Tax code (if any):

[If Customer is organization, please fill out the following information]

Name of organization:

Enterprise Registration Certificate/Investment Registration Certificate/Operation License

No.:

Issued on: .../.../... at:

Head Office Address:

Contact address:

Phone number: Fax (if any): Email:

Bank account No.: opened at:

Tax code:

[If Customer is group of individuals or an individual but having authorized other person to sign; or Customer is organization, please fill out Representative's information as follow]:

Representative (if any):

The ID card/Passport No.: issued on: .../.../... at:

According to authorization letter (if any) No.: created on:

(Party A and Party B hereinafter referred to individually as “Party”, collectively as “Parties”)

It is agreed by Parties to sign Deposit Agreement (“Agreement”) with the following terms:

ARTICLE 1. DEPOSIT

1.1. **Deposit:** Party B shall deposit to Party A with the following procedure:

[In case the Customer shall directly sign the document at the Sale Apartment, use this phase]

To pay an amount of VND 100,000,000 (*In written: One hundred million dong*) to Party A latest on the signing date of this Deposit Agreement.

The amount mentioned in Clause 1.1 above shall be referred to as the "**Deposit**".

[In case the Customer shall online sign the document, use this phase and remove the above one]

a) The first payment: an amount of VND 100,000,000 (*In written: One hundred million dong*) to Party A latest on the signing date of this Deposit Agreement.

b) The second payment: *[30% of the Sale Price and the corresponding VAT and exclude the amount of the first payment]* an amount of VND (*In written: dong*) within 10 (*ten*) working days from the signing date of this Deposit Agreement.

The amount as stipulated in point a and b Clause 1.1 above shall be referred to as the "Deposit".

1.2. **Purpose:** To ensure the signing of Apartment Purchase Contract ("**Purchase Contract**") as follow:

a) Project: Golden Palace A Entertainment Park, school and apartment, commerce and services complex

b) Address: Me Tri ward and Phu Do ward, Nam Tu Liem district, Hanoi.

c) Building:, Floor:, Apartment Code:; Usable Area (Carpet area): m².

d) Total Contract Value (include: Apartment Sale Price; VAT; Maintenance sFee of Common Proprietary Area): VND (*In written: dong*), of which:

(i) The Apartment Sale Price (including the value of land use right, excluding the VAT): VND (*In written: dong*).

(ii) VAT (is the tax caculated on the Apartment Sale Price after deducting the value of land use right deducted to calculate value added tax at the tax rate prescribed by law from time to time): VND (*In written: ... dong*).

(iii) The Maintenance Fees for the Common Ownership (not subject to the VAT and calculated by 02% of the Apartment Sale Price): VND (*In written: dong*).

1.3. **Deposit method:** To pay cash into or transfer to the following account:

Beneficiary: CONG TY CO PHAN DAU TU MAI LINH

Account number: – opned atBank

1.4. **Conditions to sign the Purchase Contract:** The Purchase Contract shall be signed after Party B makes full payment *[use this content if the Customer directly signs the Contract at the Sale Centre]* of 30% of the Apartment and the corresponding VAT (include the Deposit)/ *[use this content if the Customer signs through the internet]* of the above Deposit as stipulated in Article 1.1 above and Party B fully satisfied the conditions of purchasing houses/signing the Purchase Contract according to the Vietnam laws. For more detail, Party B has responsibility to conduct and fulfill all conditions to purchase/own house according to the provisions of Vietnam laws no later than the signing date of the Purchase Contract as stipulated at this Clause 1.5.

1.5. **Term of signing the Purchase Contract:** According to the conditions of Clause 1.4 above, Party B shall have obligation to complete the signing of the Purchase Contract *[choose this content if the Customer directly signs the Contract at the Sale Centre]* within 10 (*ten*) working days/ *[choose this content if the Customer sign through the internet]* within 60 (*sixty*) days from the date of Party A receiving the Deposit in full.

ARTICLE 2. HANDLE DEPOSIT

- 2.1. Deposit shall be deducted from the payment of the purchase of Apartment for the first installment in accordance with the Purchase Contract.
- 2.2. This Agreement terminates and Party A shall not have to refund the Deposit to Party B if Party B improper implements, incompletes the conditions stipulated in Clause 1.1 of the Agreement, or Party B does not satisfy the conditions stipulated in Clause 1.4 or Party B denied to sign the Purchase Contract with the term as stipulated in Clause 1.5 or Party B violated the commitment as stipulated in Clause 3.2 Article 3 of this Agreement and/or any other faults of Party B lead to the fail of signing the Purchase Contract as regulated in the Vietnam law.
- 2.3. Party A must refund the Deposit in full to Party B (without interest) if Party A denies signing the Purchase Contract in duration stipulated in Clause 1.4 Article 1 of the Agreement, except for the case that Party A refuses to sign the Purchase Contract because Party B does not meet all true and full conditions to purchase/own house/sign the Purchase Contract according to the provision of the Vietnam law.

ARTICLE 3. COMMITMENT OF PARTIES

- 3.1. Party B confirmed that Party B was provided information, read carefully, fully understood, acknowledged whole terms of this Agreement and relevant documents relating to the Apartment and Project mentioned in Clause 1.2 Article as above.
- 3.2. Party B commits that Party B has already search and self-implementation/ensuring true and complete, including without limitation to all conditions, restrictions, scopes, responsibilities of Party B according to the Vietnam laws for having rights to purchase/own, become a party of the Apartment Purchase Contract. Party B shall take all responsibilities relating to ensure this eligibility and Party A shall not have responsibility to support or perform any work, responsibility for Party B to fully meet the above conditions.
- 3.3. In case Party B gets loan from bank to make payment for the Apartment, Party B shall confirm and acknowledge that Party A is not involved and shall not be responsible for if Bank does not agree to grant credit to Party B. Besides, Party A shall not involve and will assume no responsibility for the source of the amounts of money used as deposit/ payment for purchasing the Apartment of Party B.
- 3.4. This Agreement shall take effect from the date hereof and shall replace all the prior statements, communications, oral or written agreements (if any) between the Parties. This Agreement shall terminate when being liquidated by Parties or being terminated automatically in the following cases:
 - a) In case Parties perform fully rights and obligations in this Agreement.
 - b) In case the Purchase Contract is signed.
 - c) This Agreement terminates as stipulated in Clause 2.2 Article 2 and Clause 3.2 Article 3 of this Agreement.
 - d) Party A denies signing the Purchase Contract as stipulated in Clause 2.3 Article 2 of this Agreement.
 - e) Other cases in accordance with regulations of law.
- 3.5. This Agreement is construed and interpreted in accordance with the Vietnam law.
- 3.6. Any dispute arising out from the duration of Agreement performance shall be resolved through negotiation, mediation on basis of mutual benefits. Where the case can not be resolved through negotiation, one of the Parties shall submit the case to competent People's Court in Hanoi for settlement
- 3.7. All amendments or changes of this Agreement must be made in written and signed by competent representative of Parties.
- 3.8. This Agreement shall be made into 03 (*three*) original sets, include English version and Vietnamese version with the equal legal validity. Party A shall keep 02 (*two*) sets in both version, Party B shall keep 01 (*one*) set in both version. In case of any conflict/different between two versions, the Vietnamese version shall prevail.

PARTY B

*(Sign, write full name, seal if Customer
is organization)*

PARTY A

(Sign, write full name and seal)