

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness
----------

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 an amount of *[According to CSBH]* VND *(In written: dong)* to Party A latest on the signing date of this Deposit Agreement.

- 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 Fee of Common Proprietary Area): VND (*In written: dong*).
 - e) *[This paragraph shall be used if Customer has gift in cash and the value of such gift is deducted directly from Purchase Contract Value]* Gift value: VND (*In written: dong*).
Accordingly, Total Contract Value after deducting gift value (include: the Apartment Sale Price; VAT, the Maintenance Fee of Common Proprietary Area): 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 in accordance with sales policy and relevant VAT (include the Deposit) no later than *[According to Sales Policy]..... (.....)* working days from the day that Party A receives 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. Party A shall not have to refund the Deposit if Party B denies and/or does not satisfy conditions to sign the Purchase Contract in duration stipulated in Clause 1.4 Article 1 of the Agreement.
- 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.

ARTICLE 3. COMMITMENT OF PARTIES

- 3.1. It is confirmed by Party B 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. 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.
- 3.3. This Agreement shall take effect from the date hereof and shall be terminated 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) Party B is not satisfied fully with conditions to sign the Purchase Contract as stipulated in Clause 2.2 Article 2 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.
- 3.4. 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

- 3.5. All amendments or changes of this Agreement must be made in written and signed by competent representative of Parties.
- 3.6. This Agreement shall be made into 03 (*three*) original copies with the equal legal validity, Party A shall keep 02 (*two*) copies, Party B shall keep 01 (*one*) copy.

PARTY B

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

PARTY A

(Sign, write full name and seal)