

PRELIMINARY AGREEMENT FOR TRANSFER OF PROPERTY AND CONSTRUCTION

Today, the present agreement was concluded between:

“**ECO-ENERGY VV**” **OOD**, Varna, registered in the Commercial companies Register under No. 10, vol. 364, page 38 as per company file No. 2977/2004, according to the inventory of Varna District Court, with a seat and address of management: Varna, 32 “Dragash” Street, entrance A, floor 1, apt. 1, Identification No. BG103895886, BULSTAT 103895886, represented by its Manager Vladin Nikolaev Tsvetkov, through his proxy, Personal No., ID card No, issued on, (Power-of-Attorney No. issued onby Notary Public Ognyan Sharabanski, reg. No. 147 of the Notary Chamber), named hereafter **SELLER** on the one side,

and

....., Personal No., ID card No, issued on.....by MoI -, with an address:, named hereafter **PURCHASER** on the other side.

The parties agreed on the following:

SUBJECT OF THE AGREEMENT

1. THE SELLER will transfer to the PURCHASER the following own real estate property, and precisely: /...../ in BLOCK No. /...../onfloor, located in residential complex, that will be constructed in the town of Varna, municipality of Varna, district of Varna, r.a. “Asparuhovo”, “Kalach” Street, - RLP I-370 /Roman numeral one – three hundred and seventy/, quarter 141a /one hundred and forty-one/ as per the plan of 27th micro-region, r.a. “Asparuhovo”, with a built-up area of sq.m. /...../, consisting of:....., adjacent to:; cellar No. /...../, of ... sq.m., adjacent to....., as well as fixed lot in an underground car park of sq.m. /....., together with% /..... per cent/ ideal parts of the communal areas of the building and of the construction right, equalling sq.m. /...../ or total sq.m. /..... square meters/, and to accomplish construction of the site, subject of the present agreement, according to approved construction papers with a degree of completion and under the conditions of this agreement, for the sum of Euro /..... Euro/, which sum the PURCHASER will pay in a way and terms specified in the present agreement.

PRICES AND METHODS OF PAYMENT

2. The price of the property described in point 1 is determined at the amount of Euro /..... Euro /, which price will be paid as follows:
THE PURCHASER will pay THE SELLER:

2.1. the amount of Euro /..... Euro /, constituting 30% of the agreed selling price and first advance installment for the apartment, described in details in p. 1 of the present agreement – today, at the signing of the present agreement. The other sums will be paid as follows:

2.2. the sum of Euro / Euro/ - constituting 30% of the selling price and a second advance installment for the apartment described in detail in point 1 of the present agreement – when the second slab is reached;

2.3. the sum of Euro / Euro / - constituting 30% of the selling price and a third advance installment for the apartment described in detail in point 1 of the present agreement – when ridge level is reached;

2.4. the sum of Euro / Euro / - constituting 10% the selling price and final advance installment for the apartment described in detail in point 1 of the present agreement – when Act 15 is obtained;

2.5. the accepted selling price of the objects, described in point 1 of this agreement is final. It is subject to negotiation only in the presence of the conditions specified in point 16 of this agreement.

OBLIGATIONS OF THE PARTIES

3. Providing that the PURCHASER has accomplished his obligations as per art. 2 and has paid 100% of the accepted price, the SELLER will transfer the title over the property, which is subject of this agreement not later than 10 days after the payment.

4. THE SELLER will be responsible for the costs of the design and construction of the residential building, until the permit of exploitation of the latter is obtained.

5. THE SELLER will perform the construction of the building and commission it into exploitation within 24 months from signing the present agreement.

6. In the presence of force majeure circumstances, including actions or the lack of any such on behalf of government or municipality authorities, changes of legislation that has relevance to the present agreement, as well as unfavourable weather conditions, such as low temperatures inappropriate for the construction technology – in case of more than 10 days per month and other circumstances, which are independent of the SELLER and which would interfere with the normal working rate at the site, as well as the time necessary for solving designing problems, the period of the agreement will be prolonged for the time of existence of those circumstances.

7. THE PURCHASER will pay punctually and in timely manner the installments as per point 2 of this contract.

7A. At signing of the preliminary agreement with the SELLER, the PURCHASER is bound to sign an agreement with “WIND ENERGY” OOD, address: Varna, 32 “Dragash” street – **Agreement for Maintenance and Management of the property**, subject of the present agreement.

STAGE OF COMPLETION OF THE SITE

8. The stage of completion of the site for sale is as follows as per Annex 1 – inseparable part of the present agreement.

LIABILITIES IN CASE OF FAILURE, FORFEITS

9. The approval of the accomplished construction works is by means of signing the necessary protocols. All warranties for the accomplished construction and mounting works on the sites are valid after approval of the sites within the abovementioned periods.

10. All costs on removal of any established faults and low-quality construction will be the responsibility of the SELLER, within the warranty periods, and he has to remedy them within 30 days after the notification by the PURCHASER.

11. In case of delay of payments the PURCHASER owes forfeit at the amount of 1% per day on the due sum for each day of delay, but not more than 5% of the agreed selling price.

12. THE SELLER will owe forfeit at the amount of 1% per day on the agreed price in case of delay of over 2 months to accomplish his obligations on point 5 of the agreement, for each day of delay, but not more than 5% of the agreed selling price.

TERMINATION OF THE AGREEMENT

13. The validity of the present agreement will be terminated at the completion of the site and the obtaining of the permit for exploitation, as well as the final settlement of payment.

14. In case of delay that lasts over 60 days, the correct party has the right to terminate the agreement unilaterally, with a 30-days notice.

ADDITIONAL PROVISIONS

15. THE SELLER declares that to the date of signing of the Title Deed for Transfer of the Property to the PURCHASER he will be the sole lawful owner of the real estate property, described in art. 1 of this Agreement, that there are no charges or mortgages, that there are no outstanding valid legal proceedings regarding the property, and that the real estate property or parts of it will not be transferred to third parties. In case of failure to do his obligation the SELLER will owe the PURCHASER the sum paid-off until that moment as forfeit, as well as the costs covered by the PURCHASER until that moment, and which were related to the purchase of the property, including the travel expenses of the latter person.

16. Any changes on the approved designs, leading to change in the volume and price of the construction, the type and quantity of the construction materials, the technology and the structure, may be performed only on mutual written consent. The difference between the value of the construction service for the site, subject of this agreement and the costs of the changes will be additionally agreed between the parties.

17. The costs of the transfer of the title over the properties, described in point 1 of the present agreement will be the responsibility of the PURCHASER.

18. The agreement comes into force on the date of its signing.

BANKING DETAILS OF THE SELLER:
EXPRESSBANK.....

The present agreement was drawn in two identical copies – each consisting of pages, one for each party of the same.

SELLER:

/“ECO-ENERGY VV ” OOD/

PURCHASER:.....

/...../

Annex 1 to Preliminary Agreement for Purchase-Sale of

I. Rough construction

Position	Description of the method of completion
Structure	The building is designed and will be made as monolithic reinforced concrete structure, consisting of inter-floor flooring structures – reinforced concrete slab and vertical carrying elements – reinforced concrete columns, reinforced concrete washers. The founding of the building will be accomplished in accordance with approved structure design.
Walls	The exterior perimeter and interior partition walls are made of ceramic bricks with excellent insulating properties.
Roof	Horizontal – executed as structure and details of the company of VEDAG-Isoval - Germany. Bituminous primer. Steam insulation - Vedagard SKB Plus. Thermal insulation XPS 8 cm. First layer of hydroinsulation -Vedatop SU (self-adhesive) and a second layer –Vedasprint (gas roofing laying).

II. Thermal insulation and façade systems

Thermal insulation on walls	Thermal insulation on walls – it will be accomplished with 5 cm stabilized façade expanded polystyrol, fire retardant, with excellent thermal insulation properties, good steam permeability (allowing the insulated building to breathe), anti-aging and peel-proof, fixed by means of wall plugs and appropriate glues, with a finishing layer – ground coat, two layers including reinforcement mesh and applied façade coatings of colour and kind as per the architectural design.
Thermal insulation on the floor	Thermal insulation on the floor – from 4 cm extruded polystyrol allowing insulation over unheated rooms.
Thermal insulation on the oriel windows and balconies	Thermal insulation on the oriel windows under the residential floors will be accomplished with 5 cm façade expanded polystyrol with finishing layers as with the façade.
Façade-walls	Coated with embossed polymeric coating, with water-repellent properties.

III. Room: Entrance

Flooring	Terracotta tiles
Walls	Coated and puttied, smooth coated, applied water-disperse paint (latex).
Ceiling	Coated and puttied, smooth coated, applied water-disperse paint (latex).
Electrical installation	Installed apartment switchboard with automatic fuses as per design. Installed conductors as per design on the power socket brackets and the lamp outlets, installed switches and power sockets. Number of sockets, lamp outlets and switches – as per design. Installed lighting pieces – ceiling type.
Electrical installation – weak current installation	Installed intercom, combined with bell and knob for commanding the electric lock of the entrance door of the building.
Entrance door	Wooden entrance door, equipped with a combination lock and latch-key of high quality.

IV. Room: Bathrooms

Flooring	Terracotta tiles
Walls	Faience tiles to the height of the door-frame
Ceilings	Coated with lime-cement coating, waterproof primer, latex
Electrical installation	Installed conductors as per design on the power socket brackets and the lamp outlets, installed switches and power sockets. Number of sockets, lamp outlets and switches – as per design. Installed lighting pieces – wall-mounted type
Ventilation	Installed ventilation with PVC pipes as per design Installed ventilator.
Doors	Interior doors – MDF
Water-supply and sewer	Plumbing – propylene pipes for hot and cold water as per design, installed dry water-flow meters for cold water Sewer PVC $\Phi 50$ and $\Phi 110$ with installed floor siphon with grate Installed electric boiler for hot water - 80 l
Bathroom ceramics and reinforcement	Washbasin with mixing tap for hot and cold water. Toilet seat with lowly-positioned cistern with reinforcement. Shower-tub (or bath-tub) – as per design.

V. Room: Balcony

Flooring	Granitogress tiles
Walls	Complete façade coatings as per the architecture design
Ceilings	Complete façade coatings
Electrical installation	Installed conductors as per design on the power socket brackets and the lamp outlets, installed switches and power sockets. Number of sockets, lamp outlets and switches – as per design.
Handlebars	Complete for the northern and western balconies and metal + glass – tempered triplex - for the southern and eastern ones.
Other	There is a designed outlet for connection of a gas boiler for water-heating of the apartment.

VI. Room: Living-room with dining room and kitchenette; bedrooms

Flooring	For the living and dining-room – laminated flooring. For the bedroom – moquette. For the kitchenette - terracotta.
Walls	Coated and puttied, smooth coated, applied water-disperse paint (latex).
Ceilings painting (latex)	Coated and puttied, smooth coated, applied water-disperse paint (latex).
Electrical installation	Installed conductors as per design on the power socket brackets and the lamp outlets, installed switches and power sockets.. Lighting pieces - pendant
Electrical installation-weak current installation	Installed interior installation for telephone, cable TV and Internet as per the architectural design.
Heating / Ventilation	Kitchenette – outlet for gas cooker and gas boiler. There are intended places for optimal installation of an air-conditioning system.
Windows	Installed PVC framework, system: “TROCAL” – Germany, series: “InnoNova-A5” – five-chamber profile; adjustable casing: “FUHR” - Germany; framework colour: “white” with grey packing; Glazing: glass pack: B/B: 24 mm : 4/16/4.

	Installed exterior under-window sill with water protection, projecting at 3-4 cm from the façade. Formed interior opening with straight edges with plaster and ground coat and under-window plank.
Doors	Interior doors – MDF

VII. Water-supply and sewer system

Plumbing	The plumbing will be made with polypropylene pipes.
Sewer system	The sewer system of the building will be made with PVC pipes as per design.

VIII. Heating and Ventilation

Heating	Heating – central gas. Heating gas system - as per design
Ventilation	The ventilation ще се изпълни will be made with PVC pipes in the apartments

IX. Electrical installation

High voltage installation	The high voltage installation will be accomplished with cables as per design. A staircase automatic switch and lighting pieces on the staircase will be installed. Light switches will be installed.
Weak current installation	To each apartment will be installed telephone, intercom-bell appliance and TV installation.

X. Staircase and adjacent corridors

Entrance door	The entrance door will be made with Al framework, reinforced profile and electric lock installed, connected to the intercom-bell system. System: “Alumil” - Greece; Casing: “Alumil” - Greece; Glazing: glass pack: B/B: 24 mm. B/B: 18 mm.; Colour: white
Flooring	The staircase flooring is of granitogress. Baseboards - granitogress.
Walls	Coated and puttied, smooth coated, applied water-disperse paint (latex).
Ceiling	Coated and puttied, smooth coated, applied water-disperse paint (latex).
Staircase handlebars	The staircase handlebar is metal, accomplished as per architecture design.
Electrical installation	Light switches will be installed. Lighting pieces will be installed. Main fuseboard will be installed.
Windows	PVC Framework Will Be Installed, System: “TROCAL” - Germany

XI. Exterior connections

Electrical installation	Accomplishment as per design and handed over after exploitation permit is obtained. Own power generation unit.
Water-supply	As per design
Sewer system	As per additional design – with PVC pipes with d = 200 mm.

XII. Garages

Underground garage	Flooring of polished concrete. Each apartment in the complex will have a fixed parking lot in the underground garage. There will be possibility of separation of groups by light partition walls.
--------------------	--

XIII. Fire-fighting installation

Fire-fighting system	Pumps: 2 pcs. operational + 1 spare. Model: Hydro 2000 ME. Tank for fire-fighting needs with pump station, constructed in the north part of the complex.
----------------------	--

XIV. Planting

For the entire complex	The planting will be as per approved design, not only on the unbuilt areas, but also on the artificially formed terraces by means of suitable plants with shallow root system (coniferous and broad-leaved decorative trees; blossoming; low decorative and perennial coniferous bush; decorative grass; flowers; blossoming lianas; “Moorish garden”, etc.)
------------------------	--

SELLERT:
/“ECO-ENERGY VV” OOD/

PURCHASER:.....
/...../

Annex No. 1 (Variant 2)

STAGE OF COMPLETION (according to the Bulgarian State Standard - BDS)

of site - /...../ in BLOCK No. /...../onfloor, situated in a residential complex, which will be constructed in the town of Varna, municipality of Varna, district of Varna, r.a. "Asparuhovo", "Kalach" Street RLP I-370 /Roman numeral one – three hundred and seventy/, quarter 141a /one hundred and forty-one/ as per the plan of 27th micro-region, r.a. "Asparuhovo", with built-up area of sq.m.

1. WALLS - lime-cement coating
2. FLOORS – coating
3. FRAMEWORK – windows - PVC, doors – MDF
4. Water-supply and Sewer system – with end-caps
5. BATHROOMS AND TOILETS – coating
6. ELECTRIC INSTALLATION – completely finished
7. COMMUNAL PARTS – completely finished

The present Annex No. 1 was drawn and signed in connection to Agreement dated regarding site – /...../ in BLOCK No. /...../onfloor, situated in a residential complex, which will be constructed in the town of Varna, municipality of Varna, district of Varna, r.a. "Asparuhovo", "Kalach" Street RLP I-370 /Roman numeral one – three hundred and seventy/, quarter 141a /one hundred and forty-one/ as per the plan of 27th micro-region, r.a. "Asparuhovo", with built-up area of sq.m., in two identical copies and constitutes an inseparable part of the Agreement.

SELLER:
/“ECO-ENERGY VV” OOD/

PURCHASER:.....
/...../