

**PRELIMINARY SALES AGREEMENT  
FOR  
REAL ESTATE PROPERTY**

Today ....., according to article 19 from the ZZD between:

**1. “VIYANA”Ltd.-** Bourgas, *registered in company file No.19/1996*

Address of business – City of Bourgas, 3, “Khan Asparuh”Street

Phone.: 056/840627, 056/841465, fax: 056/846074

e-mail: [office@viyanabg.com](mailto:office@viyanabg.com) , [sales@viyanabg.com](mailto:sales@viyanabg.com) ,

represented by Stoyan Stoyanov Kostov , denominated for brevity as SELLER at one hand, and

**2.** .....

.....

.....

passport:

address:

e-mail:

telephone №:

de nominated for brevity as BUYER at the other,

have signed the present contract for the following:

**I. SUBJECT OF THE CONTRACT**

1. The Seller sells to the Buyer the following real estate, namely:

APARTMENT № ....., floor ..... situated in the holiday village “VIYANA”,municipality Nessebar, newly designated as ..... with area of .....sq. m., including also the common parts of the building with the respective share parts of the land or the right of construction, included in the Notary Act:

№122, volume III, register №1745, act № 482 /08.04. 2005

№192, volume XIII, register №8826, act № 2458 /15.12. 2005

№193, volume XIII, register №8827, act № 2459 /15.12. 2005

Commonly: 3570 sq.m.

The apartment consists of: .....

.....

2. The Seller sells to the Buyer the real estate in a fully completed state – without furniture.

**II. PRICE AND WAY OF PAYMENT**

1. The Seller sells to the Buyer the above described real estates in a fully completed state including:

terracotta floors,

latex walls,

lighting switches and electrical outlets

fully equipped bathroom including shower cabin

air-conditioning installation in every room

faience in the kitchen

2. The price of the apartment is .....Euro

3. The price of the property is paid by the Buyer to the Seller in the following order:

- in the day of reservation the Buyers must pay deposit .....Euro.

- in the day of signing this preliminary contract, the Buyer pay .....euro.

- till ..... the Buyer must pay ..... euro.

- till ..... the Buyer must pay ..... euro.

- the last .....% - .....euro must be paid by the Buyer on the day of the notary deeds transfer of ownership not later than 30.05.2009
5. The Buyer is obliged to consider the treaty terms and to pay the installments accordingly.
6. The Buyer must pay to the Seller the amount owed either in cash or by a bank transfer and the Seller must issue a document as a proof of the payment – receipt or order.

**VIYANA's Ltd.** bank accounts in the respective currencies are:

- **UNICREDIT BULBANK AD**  
**address: 22,"Alexandrovska" Str.**  
**8000, Burgas, Bulgaria**  
**BIC: UNCRBGSF**  
**IBAN: BG 33UNCR76301463999500**  
**currency: EUR**  
**"VIYANA" LTD.**  
**Address: 3"Khan Asparuh"Str.**  
**8000,Burgas, Bulgaria**

### **III. TERM OF REALIZATION**

1. The SELLER is obliged to complete the building and installation works and hand over the building project with Protocol 15 by 30.05.2009, as considered from the signing of this contract.
2. The term for completing the building and installation works can be suspended during periods of natural disasters, bad meteorological conditions and other extreme circumstances, as well as during cessation of the building work by state, administrative or other controlling authorities for which the Seller can accept no fault. In such cases, the Seller must inform the Buyer following the procedure, agreed by both parties.

### **IV. RIGHTS AND OBLIGATION OF PARTIES**

1. The Seller is obliged to:
  - a) to design and construct the building, in which the subject of this contract is a self-contained building site.
  - b) to provide building control of the design and construction
  - c) to utilize only quality materials as part of the construction work, to finish the building within the time frame specified considering all active technical normative acts of the Bulgarian State Standard and others.
  - d) to transfer the above described property to the Buyer, while the latter does not have the right to sell it to third parties until the final contract is signed or has been terminated.
  - e) to eliminate on his account all defects of the sold property, due to poor quality of the realization with a 12 months guarantee.
  - f) to provide accession to the estate, a subject of this contract in the day of signing the final contract (title deed)
  - g) to assure on his account that all necessary documents required to perform the notarial formalities relating to the final contract are available.
2. The Buyer is obliged to:
  - a) to pay the agreed installments in within the timeframe specified
  - b) to be present at the time arranged for the formal Notary transfer and completion of the contract
3. The Seller declares, that they are the sole owner of the property, subject to this contract.
4. The Seller transfers to the Buyer the property including title deeds within 1 month after the last installment.
5. The Buyer is obliged to cover all expensed and taxes, related to conclusion of the final contract:

/ a payment of 2% according to the law, a notarial tax, registration tax, copying of the title deeds, lawyer recompense, cadastral map, as well as the advance expenses for opening water and electricity accounts, power tax /

6. This preliminary contract for purchase and sale of real estate can be terminated before the term set after mutual agreement of both parties. In such case, the Seller returns to the Buyer all payments in advance in a 2 month term from the event deducting of eventually agreed penalties.

7. For the management of the building site exploitation, it will be paid by the owners proportionally and in solidarity, arranged by an additional contract, signed by all owners. This becomes their commitment after transfer of the building site with Protocol 15 from the Seller.

## V. PENALTIES

1. In cases of non-compliance with the agreed installments and terms, the Seller has the right to break unilaterally the contract after a term of 20 days from the determined date for payments. During this term, the Buyer is obliged to pay penalties of 1% per day of the unpaid in term amount.

2. In cases of breaking the contract through the Buyer's fault, the Seller returns in a term of 3 months to the Buyer the deposited till that moment sums with deducting penalties - 5%.

## VI. CONCLUDING DECREES

1. This contract can be terminated:

- with the finalization and transfer of the built site together with the transfer of its property right in a notarial form.
- with mutual agreement between both parties, expressed in written form

2. In case of death of a physical person, who is a part of the deal, or in case of termination of the juridical person - a part of this contract, the legatees, respectively the successor are obliged to consider and fulfill the observe the clauses of this contract for purchase and sale of real estate, accepted as an obligation by their patrimony - a part of the contract.

3. This preliminary contract is binding from the receipt of the first installment based on the total value of the contact.

CONTRACTED:

SELLER:

.....

BUYER:

.....