

Contract of Sale

Between

VLADIMIR
TEPLYAKOV

AND

ALICANTE URBANA
GROUP SL



The document is a true copy of the
original document and has been seen
and verified by the certifier.

Date: 30 OCT 2025


PERIKLIS STEFANOU
Certifying Officer
Address: Thivon 6, Omonoia,
Limassol 3052, Cyprus
Tel. No. +357 99412080

THIS AGREEMENT is made this 5th day of July 2018 (hereinafter referred to as the "Agreement"),

BETWEEN:

1. **VLADIMIR TEPLYAKOV**, holder of Spanish Passport No.: PAC336906 with address at Maestro Manuel Serrano 22 03 A, 03140, Guardamar Del Segura, Alicante, Spain, Telephone No.: 34 688 70 44 70, Email: disainat@gmail.com (hereinafter referred to as the "**Vendor**") from the one side; and
2. **ALICANTE URBANA GROUP SL**, company incorporated in Spain, B53394045, with Address at Carer del Vespre, 6 bis, 03110, Mutxamel, Alicante, Spain Telephone No.: 34 965 95 59 50 Email: info@urbana.alicante.es (hereinafter referred to as the "**Purchaser**") from the otherside,

The Vendor and the Purchaser shall jointly be referred to as the "**Parties**" and separately, each as a "**Party**".

WHEREAS:

1. The Vendor is the owner of the "Area".
2. The Vendor is developing the Area or part thereof by inter alia constructing thereon the "Development".
3. The Purchaser is desirous of purchasing the "Property" according to the terms and conditions of the present agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

Development means the building complex being constructed on the Area and marketed under the name "**THE ADDRESS**", comprising Apartments and common areas as well as private, public and common parking places and store rooms.

Property means the 3 bedroom apartment bearing no. 1001, situated below the final floor as per the final or future planning permit, with covered area of approximately 135.19 square meters, covered veranda of approximately 45.36 square eters, common area of approximately 60.73 and total area of approximately 241.28 re meters forming part of the Development together with the rights over common areas to be used exclusively by the Property and the areas to be assigned to it to be used in common with others, as well as the allocation for its exclusive use of 1 (one) Parking Space No. 1 of approximately 11.52 square meters and Storage No. 17 of approximately 10.74 square meters

Purchase Price means the amount of €150,000.00 (Euro One Hundred Fifty Thousand) plus VAT.

Down Payment means the payment of the instalment which amounts of €5,000.00 (Euro Five Thousand) plus VAT under paragraph 2(a) hereinbelow that is paid by the Purchaser as a non refundable reservation deposit. The Down Payment has been paid by the Purchaser for the purpose of reserving the right to acquire the Property under the telms of this Agreement and in the event of this Agreement coming into effect as provided hereinbelow, this amount of money shall be considered part of the amounts paid towards the Purchase Price.



VAT means the Value Added Tax at the normal rate as may be applicable at the material time.

Common Areas means the areas of the Development which will be designated by the Vendor as such and which, amongst others will include: the lobby area, staircases and corridors, elevators, common green areas, access pathways and common patios, the swimming pool area and its surroundings (verandas and terraces), private roads and driveways, parking bays which are not designated for private or public use etc. including any fixtures, fittings, attachments, utilities or facilities in this area intended for such use. The Vendor reserves the right to modify the Common Areas as provided herein below.

General Agreement means the agreement which will be signed by the Purchaser upon the Delivery of the Property and which includes the terms and conditions regulating the rights and obligations of the Owners/occupiers of property/ies in the Development with regard to the use and enjoyment of the property lies and the areas of common ownership and/or common use of the Development. Such General Agreement will be based on the model terms and conditions as provided in the relevant legislation and in a context approved by the Vendor.

Management Agreement means the separate agreement which will be signed by the Purchaser and the Vendor upon the delivery of the Property by which the Purchaser will appoint Kriel Management Services Ltd to manage the Building Complex and keep it in a good order, as well as to maintain the communal areas, swimming pool and other in a good and appropriate condition, at reasonable fees.

Force Majeure means any circumstance not within a party's reasonable control including, (a) acts of God, flood, drought, war, earthquake or other natural disaster; (b) any law or any action taken by a government or public authority (c) any labour or trade dispute, strikes, industrial action or lockouts and (d) interruption or failure of utility service.

Interest means a rate of interest at 6% per annum.

Delivery of the Property shall be effected as follows: As soon as the Property shall be, suitable for use and occupation, the Vendors shall give notice in writing to the Purchaser inviting him to take possession of the Property within the period prescribed by the notice. Upon the expiration of the period so prescribed by the Vendors the said property will be deemed to have been delivered.

- 1.1 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.2 A person includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other genders.
- 1.5 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the Parties, no such amendment or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.6 Writing or written includes faxes and e-mail (unless otherwise expressly provided in this agreement).



1.7 References to this agreement include this agreement as amended or varied in accordance with its terms by any other collateral agreement in writing.

2. Method of Payment of the Purchase Price.

The Vendor agrees to sell to the Purchaser the Property and the Purchaser to purchase the Property at the agreed Purchase Price of €150,000.00 (Euro One Hundred Fifty Thousand) plus VAT payable as follows:

- a) The amount of €5,000.00 (Euro Five Thousand) plus VAT has already been paid. The remaining balance of €145,000.00 (Euro One Hundred Forty Five Thousand) plus VAT will be paid on or before the 23rd of July 2018.
- b) Plus any amounts by way of extras, which the Purchaser may become liable to pay in respect of the Property by virtue of this or any other collateral Agreement. The timely payment of the agreed consideration is of the essence to this Agreement.

Any balance after the completion of the Property, irrespective of whether it has not become due and payable until such completion, will bear interest at the rate of 6% per annum. Interest as provided in this Clause shall also be computed and become payable on all payments as from the date they become due and payable as stated in the present or any collateral agreement, as well as on any other amounts debited in the account of the Purchaser as from the date it becomes due and payable provided in Clause 16.5 hereinbelow, until they are fully paid.

3. Default by the Purchaser.

If the Purchaser fails to pay, settle and discharge in full any amount 30 days as from the date it becomes due and payable as specified herein and any other amounts outstanding in the account referred to in Clause 16.5 herein below, shall entitle the Vendor to give the Purchaser 15 days' written notice demanding payment. In the event that the Purchaser after expiration of the notice, fails, neglects or refuses to comply with it, the Vendor may without prejudice to his other legal rights and available remedies, request interest at the rate of 6% per annum.

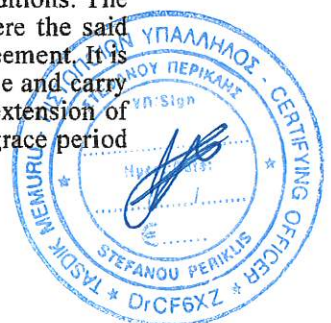
4. Construction of the Property.

4.1. The Property is being constructed in accordance with the Property Plans and Specifications and the provisions of the Planning Permit of the Development which may be adjusted or modified in accordance to the directions of the relevant Authorities or, if it appears appropriate at the discretion of the supervising civil engineer or architect of the Vendor provided that the area, quality and orientation of the Property are not materially affected. Provided further that if the materials specified to be used cannot be obtained on time, and as a result the completion of the building would be delayed, such materials may be substituted by materials of different make but same or higher quality.

4.2. The Vendor gives no warranty as to the exact area of the Property provided that any deviation from the Property Plans will not exceed plus or minus 3%, but the Vendor undertakes to transfer and register in the name of the Purchaser the Property as it is described in the title deed which is or will be issued by the Lands Office for the Property.

5. Extras, additions and alterations to the Property.

If the Purchaser shall desire to effect any alterations or additions to the Property Plans and Specifications before the completion of the Property, then he shall serve upon the Vendor a notice in writing of his intention to effect such alterations or additions. The Vendor may refuse to effect such alterations or additions, in cases where the said notice is served after three (3) months from the signing of the present Agreement. It is hereby agreed and declared that if the Vendor agrees to accept such notice and carry out such alterations or additions, then the Vendor shall be entitled to an extension of the time (if necessary) and provided such extension of time exceeds the grace period



stipulated for completion and delivery of the Property as determined by the supervising Architect of the Vendor. The Purchaser shall pay for any increase in the additional costs which may arise as a result of such alterations or additions as agreed between the parties and if not agreed, by an independent quantity surveyor appointed by the Vendor.

6. Use of the Property.

The Purchaser agrees not to use the Property otherwise than as a residence and not to use the same in any way which will create any nuisance affecting the enjoyment of the occupiers of the adjoining or other properties in the Development and shall comply with the terms and provisions of the General Agreement.

7. Issue and Transfer of the Separate Title Deed Property.

7.1 A separate title deed for the Property will be issued by the Lands Office on the application of the Vendor after completion of the Development. The Vendor undertakes to proceed with the application in order to obtain the final approval certificate at his own cost within a reasonable time and not later than six (6) months from the completion of the Development. In the event of a delay in issuing a separate title deed in respect of the Property, the transfer and registration of the Property in the name of the Purchaser shall take place as soon as such title deed is prepared and issued. In case of any delay attributable to an event which is beyond the Vendor's control, the time for the issuance of the title deed in the name of the Purchaser will be extended accordingly and such delay shall not affect the payment of any monies due and payable under this Agreement or any other collateral Agreement.

7.2 The Property shall be transferred and registered in the name of the Purchaser free of all encumbrances, as soon as the title deed is prepared and issued to the Vendor by the Lands Office, and provided the Purchase Price and any amount debited in the account mentioned in clause 16.5 hereinabove is fully paid, and if the Purchaser is an alien, when the consent of the Cyprus Authorities to acquire the Property is obtained by the Purchaser. In this respect, the Vendor undertakes to assist the Purchaser to secure such license and file the necessary application.

7.3 The Purchaser upon acquiring the title deed of the Property will acquire the right of common ownership, and upon delivery of the Property will acquire the use and liabilities related to the Common Areas, parts and installations to be described on the said title deed of the Property.

8. Obligations of the Purchaser after the delivery of the Property.

8.1 The Purchaser, as from the date of being offered possession of the Property shall be responsible for its safe keeping and pay all taxes, local authority taxes and rates, insurance premiums and management charges in respect of the Property and generally all expenditure, taxes, fees and charges in relation to the Property including those payable under the General Agreement, and in the event of same being assessed or charged to the Vendor during the period prior to the registration of the Property in the name of the Purchaser, the Purchaser shall forthwith reimburse the Vendor and pay to him any amounts of money paid or liability incurred by the Vendor on his behalf. In any case any amount paid by the Vendor as above shall be considered as paid on behalf of the Purchaser and will be debited in the account mentioned in Clause

16.5 herein below. According to the provisions of the relevant legislation, prior to the issue and transfer of the title deed of the Property in the name of the Purchaser, the Vendor will be charged with immovable Property Tax assessed on the total value of the Development. The Purchaser hereby agrees to pay to the Vendor as from the completion of the Property the proportion of such tax as this will be assessed by the Vendor corresponding to the value of the Property.

8.2 The Purchaser further agrees and undertakes that he will not carry out any addition, alteration to the Property or external painting or respraying thereof or



construct or erect any other structure or building on the Property or elsewhere in the Development without the written consent of the Vendor.

9. Guarantee for the Property.

The Vendor guarantees, for a period of 24 (twenty four) months from the date of completion of the said Property, the good workmanship of the structure of the Property.

10. Rights of the Vendor in the Development.

10.1 The Vendor may, register in its name, provide as a collateral, develop, use, modify, divide, exploit, sell or otherwise dispose of the ownership or use of all or any part of the Development (excluding the Property) or the Area's unused reserved building coefficient retained by him in such a manner as he may think fit from time to time without interference by the Purchaser, or his successors in title, and the Purchaser hereby further agrees that all rights or benefits or easements attached to the Property may be modified by the Vendor and if need be, the Purchaser undertakes on demand, to execute and deliver such further agreements, transfers registrations, and other documents as necessary. In any event the Vendor shall be entitled to any increase of the coefficient of the Area and exploit it as he may decide appropriate in any part of the Development including, but not limited, in the Land for Future Development, the roof of the Development etc.

10.2 The Vendor shall have the absolute ownership of the roof (including the right to erect additional floors at its discretion and the Purchaser acknowledges that and has no objection to the erection of additional floors by the Vendor provided that her Property will always be at the floor below the penthouse (final floor) of the Development with the same price), basements (excluding the designated parking area and storage to the Property), undesignated to private or common use parking places and such other areas of the Development which are not specifically designated as areas of common ownership and/or common use.

10.3 The Parties further agree that the plans and the permits of the Development may be altered by the Vendor with regard to the configuration and number of units, the Common Areas etc. at present indicated, always on the understanding that the Property's nature, orientation, quality and design are not materially affected.

11. General Agreement.

On the date of delivery of the Property, the Purchaser shall become a party and comply with the terms and conditions of the General Agreement. Provided that during the period preceding the registration of the Property in the name of the Purchaser and the General Agreement with the Lands Office, the authority of the Management Committee shall be vested with the Vendor, and the Vendor shall appoint or employ any person, persons or company, to perform all or any of the obligations undertaken by him under this clause, to perform all work necessary, to manage the Development in accordance with the regulations of the General Agreement at a reasonable fee, and the Purchaser, as from the date he is entitled to take possession of the Property, shall pay his share of the expenses incurred or calculated under the provisions of the General Agreement.

12. Notices.

A notice required to be given under any of the provisions of this Agreement to the Parties shall be in writing and can be given by sending the same by pre-paid registered post to the present address of the Parties and shall be considered as being delivered within 5 days from posting such a notice.

13. Insurance.

The Purchaser agrees that as from the delivery of the Property this shall be kept insured for the usual risks. The Vendor shall be entitled, at the cost of the Purchaser,



to insure the said Property and the Property's share in the areas of common ownership and/or common use of the Development against fire risks and other additional perils as the Vendor may think fit with a reputable insurance company and for an amount reasonably representing the value of the insured Property until the transfer of the title deed of the Property in the name of the Purchaser. Unless otherwise agreed the proceeds of the insurance shall be utilized towards repairing the damage.

The Purchaser further agrees that all premiums in respect of the aforesaid insurance as well as his share of the premiums for the Common Area and/or commonly used spaced shall be debited to the Purchaser's account referred to in Clause 16.5 herein bellow and will be paid promptly by him to the Vendor.

For this reason upon the delivery of the Property, the Purchaser and the Vendor will sign a separate agreement by which the Purchaser will appoint a reputable insurance company to insure the Building Complex.

14. Miscellaneous Provision.

14.1 The Purchaser agrees and undertakes to legally bind all persons whosoever may derive from him the title to, or possession, or use of the Property to perform all and any obligations undertaken by him by virtue of this Agreement and to cause such person to fully execute the General Agreement and comply with its terms.

14.2 The unenforceability of any part, provision or section of this Agreement shall not affect the validity or enforceability of any other part, provision or section. Any invalid or unenforceable part, provision or section shall be deemed to be severed from this Agreement and this Agreement shall be construed as if this part, provision or section did not contain such invalid or unenforceable part, provision or section.

14.3 The Purchaser will be responsible for the payment of the stamp duty payable on the present Agreement, as well as of the transfer fees or any other taxes or duties payable to the Lands Office or any other appropriate authority for the registration of the Property in his name and in the event of any such fees will be paid by the Vendor then the Purchaser undertakes to reimburse the Vendor immediately.

14.4 Any forbearance or delay in the enforcement by the Vendor of his rights, shall not be construed as a waiver thereof.

14.5 An account will be opened in the books of the Vendor in the name of the Purchaser and such account:

a) Shall be debited with the amount of the purchase price plus any other amounts payable hereunder or on any collateral Agreement or in connection herewith when they become due and payable and with any other amounts whatsoever which were paid by the Vendor for the account of the Purchase or any other liability incurred by him as from the date such amounts may fall due.

b) Shall be debited with interest as specified and at the rate stipulated in this Agreement on payments due on daily balances, such interest to be compounded with six months rests in each year until final settlement. In calculating the interest, the number of days of each month shall be taken as the case may be, but the financial year shall be computed with a fixed divisor of 360 days.

c) Shall be credited (as from the following working day) with any amount received by the Vendor from the Purchaser against the amounts due in the account.



15. All terms and conditions contained herein have been individually negotiated and freely agreed upon between the contracting parties who further declare that this Agreement contains the entire agreement between the Vendor and the Purchaser to this date and may be subsequently amended or supplemented only in writing with the agreement of the Parties.
16. The Vendor and, as the law provides the Purchaser, will have the right to assign their rights under the present contract to any company, person, partnership, bank or other organization.
17. If "the Purchaser" consists of one or more persons the singular shall be interpreted to include the plural and the obligations and responsibilities of such persons under this agreement shall be joint and several and personal of each one of them and all of them together.

IN WITNESS the parties have hereunto set their hands and signatures.

THE PARTIES

THE VENDOR

.....
VLADIMIR TEPLYAKOV

THE PURCHASER

.....
JOSE MARIA MARCO
Director General of
ALICANTE URBANA GRUPO SL

