

Private notary Ivanova Oksana Petrivna

Ukraine, Kyiv, Chernivetska Str. № 23, off. 22, tel. 288-73-07, 278-27-02

SALE AND PURCHASE AGREEMENT

The city of Kyiv, the eleventh of August, the year two thousand and six.

Having previously learnt requirements of civil legislation concerning invalidity of deals, being of precise mind and clear memory, acting voluntarily, we:

ANDRIIEVSKYI ANDRII ANDRIIOVYCH, registration number of taxpayer's record card 5956598741, residing at: Kyiv, Kharkivska Str. №102, Apt. 118, hereinafter referred to as **the Seller**, and **IHORENKO IHOR IHOROVYCH**, registration number of taxpayer's record card 8549623189, residing at: Chernihiv, Kharkivska Str. №32, Apt.148, hereinafter referred to as **the Buyer**, together referred to as **the Parties** on the other hand, entered into this Agreement as follows:

1. **The Seller** sold and **the Buyer** bought the Apartment №118 (one hundred and eighteen) in the building №102 (one hundred and two) located on Kharkivska street, the city of Kyiv.

The alienated apartment has **one** living room, with the total area of **36,60** square meters, including living area of 11,70 square meters.

2. The apartment belongs to **the Seller** on the grounds of **Sale and Purchase agreement**, certified on **June 01, 2004** by Vaskivska V.S., private notary of Kyiv municipal notarial district, register **№2640**, registered by Kyiv city bureau for registration and technical inventory and possession of property on real estate objects on **June 04, 2004**, register **№3600**.
3. As agreed by **the Parties** the sale of the Apartment is committed for **297 950 (Two hundred ninety seven thousand nine hundred and fifty) hryvnias**, fully paid by **the Buyer** to **The Seller** before signing this Agreement.
4. With my signature under this agreement, I, **the Seller**, confirm the fact of full payment for the sold Apartment and receipt of money from **the Buyer** in quantity of **297 950 (Two hundred ninety seven thousand nine hundred and fifty) hryvnias**.

5. I, **the Seller**, consider the selling price specified in this Agreement profitable for me, its amount is not related to concatenation of any circumstances, difficult for me and it fully satisfies me.
6. On the evidence of Kyiv city bureau for registration and technical inventory and possession of property on real estate objects (certificate **from June 04, 2004 № 1181103**), balance value of the Apartment, being sold, is **13829 (thirteen thousand eight hundred twenty nine) hryvnias**.
7. **The Seller** certifies that the alienated Apartment has no latent defects, it was not alienated to anyone else before signing this Agreement, it is not under prohibition (arrest) or mortgage (including tax mortgage), it is not transferred as deposit to authorized fund of juridical persons, there is no judicial contest or rights of any foreigners (right of renter, right of mortgage, power of life tenancy, servitudes etc.) on it, both in Ukraine and beyond its borders.
8. Absence of real estate alienation prohibition, which is the object of this Agreement, is confirmed by the certificate, issued by private notary of Kyiv municipal notarial district on **August 11, 2006**.
9. We, **the Seller** and **the Buyer**, confirm, that this deal meets our real intentions and does not bear any fictitious or affected character, it is not malevolent, and it does not have any cases of errors, frauds, outrage, difficult circumstances for exercise of this deal.
10. **The Seller** confirms, that on the moment of obtaining property on the Apartment, alienated by this Agreement, has not been married, and this Apartment is not an object of joint ownership.
11. The alienated Apartment was visually inspected by me, **the Buyer**, before signing this Agreement, no drawbacks or defects interfering with their intended usage were detected at inspection and there are no claims against **the Seller**.
12. **The Buyer** receives proprietary rights for the Apartment from the moment of notarial certificate and registration of this Agreement.
13. The cost of notarial certification of this Agreement, including the amount of stamp duty, is paid by **the Seller** and **the Buyer** according to the agreement.
14. **The Seller** is obliged to leave the alienated Apartment and be struck off the register on September 10, 2006.
15. According to articles 9 p.1, 8 p.2, 6 p.4 of the Law of Ukraine on "Obligatory state pension insurance fee", the obligatory state pension insurance fee is paid by **the Buyer**.

16. **The Parties** are acquainted with the content of articles 4.17 of the Law of Ukraine "On Property", articles 182, 225, 226, 229-235, 334, 382, 395, 655, 659 of Criminal Code of Ukraine, articles 65, 67 of Family code of Ukraine, requirements of article 13 of Rules of use of apartments in living houses and cartilage, ratified by the decree of the Cabinet of Ministers of Ukraine on October 08, 1992 №572.
17. Disputes between **the Parties** arising out of this Agreement, including disputes regarding its interpretation, voidance or non-performance of its terms, are settled through legal proceedings. Amendments to this Agreement are introduced by means of concluding additional agreement subject to applicable statutory requirements, signing by **the Parties** and notarial certification.
18. This Agreement has been entered into with the consent of Pidperechna Olha Viacheslavivna, who is in marriage in fact with Ihorenko Ihor Ihorovych, affirmed by certificates given by Pidperechna O.V. and Ihorenko I.I., their signatures on the statement were certified by O.P. Ivanova, a private notary of Kyiv city notarial district on August 11, 2006.

This Agreement is composed, signed and certified in **two** copies, one of which is kept in files of private notary and the other one is given to **the Buyer**.

The Seller: /signature/ _____ /Andriievskyi A.A./

The Buyer: /signature/ _____ /Ihorenko I.I./

On August 11, 2006 this Agreement has been certified by me, O.P. Ivanova, a private notary of Kyiv municipal notarial district.

This Agreement has been signed by **the Parties** in my presence.

The persons of **Parties** have been identified, their capacity as well as the belonging of the alienated Apartment to Andriievskyi Andrii Andriiovych has been verified.

According to Article 210 of the Civil Code of Ukraine title to the Apartment is subject to state registration.

Registered in the register under № 3359.

Charged according to Article 31 of the Notary Law of Ukraine.

PRIVATE NOTARY /signature/

/Round seal/: *Ivanova Oksana Petrivna * Private Notary*
 Kyiv city notarial district

/Seal/: Registrar O. Sikatska _____/signature/

**REGISTRATION INSCRIPTION
ON THE DOCUMENT OF TITLE**

**INDICATED IN THIS DOCUMENT apartment No. 173 in the house 158 on Kharkiv highway Street
registered at the Kyiv City Bureau for Technical Inventory and Registration of Title on Objects of
Real Estate on right of private ownership
to Ihorenko Ihor Ihorovich
Noted in registartion book No.1546-269
under registration number 3600**

August 21, 2006

Head /signature/ V.V. Semerenko

Round seal:

*[Ukraine*Kyiv City State Administration* Kyiv City Bureau for Technical Inventory and Registration
of Ownership Right on Objects of Real Estate *COMMUNAL ENTERPRISE*Identification code
03359836]*

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