

SAMPLE AGREEMENT

on purchase and sale of small privatization object _____

(name of the privatization object)

(except for block of shares, participatory share), according to the results of the electronic auction (including with conditions, without conditions, with a reduction in the starting price, by the method of step-by-step reduction of the starting price and subsequent submission of price offers, repeated by the method of step-by-step reduction of the starting price and further submission of price offers)

(place of conclusion, date, month, year (in block letters))

We, the undersigned, _____

(name, record of state registration in the Unified State Register of Legal Entities, Individual - Entrepreneurs and Public Organizations, location of the state privatization authority)

represented by _____,

(position, surname, first name and patronymic)

who is acting on the basis of _____

(name, number and date of registration of the document)

hereinafter referred as to – **Seller**), on one Part, and _____

for a legal entity buyer: [

(name, identification code, record of state registration in the Unified State Register of Legal Entities, Individual - Entrepreneurs and Public Organizations, location, tax number)

represented by _____

(position, surname, first name and patronymic (if available))

acting on the basis of _____, (hereinafter referred as to – **Buyer**), on other Part,]

(name, number and date of registration of the document)

for an individual buyer: [

_____, residing at address:

(surname, first name and patronymic (if available))

_____, passport _____,

(address)

(series, number)

issued by _____,

(issuing authority, date)

registration number of the taxpayer's registration card: _____, (hereinafter referred as to – **Buyer**), on other Part,]

hereinafter collectively referred as to – **Parties**, and each separately also referred as to – **Party**, previously got acquainted with requirements of civil legislation of Ukraine on invalidity of transactions, having sufficient volume of civil capacity, being of sound mind, clear memory and acting on the basis of free will, according to results of the electronic auction, issued by the protocol on the results of the electronic auction No. _____ dated

_____. _____.20____, approved by order _____

(privatization authority name)

dated _____. _____.202____ No. _____ (hereinafter referred as to – **electronic auction**), on the basis of Purchase and Sale Agreement

Preliminary Agreement _____ dated _____. _____.202____ No. _____

(name of the privatization object)

(in case of its conclusion), concluded this Purchase and Sale Agreement _____ (hereinafter referred as to – **Agreement**) as follows.

(privatization authority name)

1. Agreement subject

1.1. The Seller undertakes to transfer ownership of the small privatization object to the Buyer

_____ ,
(name of the privatization object)

which is located at: _____
(hereinafter referred as to – **Privatization Object**), and the Buyer undertakes to accept the Privatization Object, to fulfill the conditions specified in the Agreement.

The Privatization Object includes all types of property intended for the operation of the enterprise (except for that which is not subject to privatization) - buildings, structures, equipment, inventory, raw materials, products, claims, debts, as well as the right to a trademark or other designation and other rights, including assets and liabilities according to the financial statements of the state enterprise.*

The Buyer paid in full the sale price of the Privatization Object determined by the results of the auction, in amount _____ UAH, including VAT in amount
(sum in numbers and words)

_____ UAH.

The Privatization Object belongs to the State of Ukraine represented _____, is confirmed _____.

(name, number and date of registration of the document)

1.2. Lists of real estate and vehicles transferred to the ownership of the Buyer are given in the attachments No. 1, No. 2, which are integral parts of this Agreement *. The list of other movable property that is part of the object of privatization is given in the appendix to the information notice on the sale of the Privatization Object, which is an appendix to the protocol of the meeting of the auction commission for the sale of the Privatization Object, approved by order _____ dated __.__.202__ No. __ « _____ »*.

(privatization authority name)

(order name)

1.3. The land plot on which the Privatization Object is located is not the subject of sale under this Agreement, therefore the Buyer decides the issue of land use independently in accordance with the procedure established by current legislation, after the transfer of ownership of the Privatization Object to the Buyer.

2. Acquisition of ownership

2.1. Ownership of the Privatization Object is transferred to the Buyer after the conclusion of this Agreement and the signing of the Act of Acceptance and Transfer of the Privatization Object, but not before the date of obtaining a permit from the Antimonopoly Committee of Ukraine for concentration, if obtaining such a permit is required by law.

3. Succession of owners *

3.1. The Buyer is the legal successor of all property rights (except for the right to permanent use of the land plot) and responsibilities of SOE « _____ » (EDRPOU code _____) in accordance with the terms of this Agreement and Article 28 of the Law of Ukraine «On Privatization of State and Communal Property» from the date of certification of the act of acceptance and transfer of the Privatization Object from the Seller to the Buyer, which is signed by the Parties and affixed with their seals (if available).

3.2. From the date of signing the act of acceptance and transfer of the object of privatization from the Seller to the Buyer, the Buyer is the legal successor, including the property rights of the SOE « _____ » (EDRPOU code _____), which can be freely alienated or transferred from one person to another in the order of legal succession, if they are not removed from civil circulation, or are not restricted in circulation, or are not inseparable from a legal entity.

* Indicated if the Privatization Object is a property complex of SOE

Property rights, the presence of which in civil circulation is allowed with a special permit, as well as types of property rights that can belong only to certain participants in the circulation, can be reissued to the Buyer in accordance with the legislation of Ukraine.

4. Privatization Object transfer

4.1. The transfer of the Privatization Object to the Buyer is carried out by the Seller on the day of the conclusion of this Agreement, and in case that the law requires obtaining the permission of the Antimonopoly Committee of Ukraine for concentration - within five working days from the date of receipt by the Seller of a certified copy of such permission from the Buyer or the prior permission of the Antimonopoly Committee of Ukraine in granting such permission.

4.2. The transfer of the Privatization Object by the Seller and its acceptance by the Buyer are certified by the act of acceptance - transfer, which is signed by the Parties and affixed with their seals (if available).

5. Obligations and rights of the Parties

5.1. Each Party undertakes to perform the duties assigned to it by this Agreement, not to hinder the other Party in the performance of its duties, and has the right to demand from the other Party the proper performance of its duties provided for in the terms of the Agreement.

5.2. The Party that violated the obligations under this Agreement must eliminate these violations. A breach of an obligation under this Agreement is its non-fulfillment or improper fulfillment of the conditions specified in this Agreement.

5.3. The Seller has the right to terminate the Agreement unilaterally in case that the Buyer receives a refusal from the Antimonopoly Committee of Ukraine to grant a concentration permit.

6. Buyer's obligations

6.1. The Buyer is obliged to obtain the permission of the Antimonopoly Committee of Ukraine for concentration, if obtaining such permission is required by law, and to provide the Seller with a duly certified copy of such permission or the refusal of the Antimonopoly Committee of Ukraine to grant such permission within two working days from the date of receipt.

6.2. The Buyer is obliged to accept the Privatization Object according to the act of acceptance - transfer within the period established by the Agreement.

6.3. The Buyer is obliged to take actions to register the ownership rights to movable and immovable property in accordance with the procedure established by law within 6 months from the date of transfer of ownership to the Privatization Object.

6.4. The Buyer is obliged to provide, at the Seller's request, the information necessary for him to monitor the fulfillment of the terms of this Agreement.

6.5. From the moment of transfer of ownership, the Buyer is obliged to fulfill the conditions of sale of the Privatization Object (provided by the auction conditions), namely:

6.5.1. _____;

6.5.2. _____.

(all conditions of sale are indicated)

The term of performance of the obligations specified in the Agreement, for which the term of their performance has not been established, except for mobilization tasks, does not exceed five years.

6.6. If the Privatization Object includes objects classified as monuments of cultural heritage, the Buyer must comply with the requirements of the current legislation on the protection of cultural heritage.

6.7. Expropriation of the Privatization Object (its part) before the full fulfillment of the terms of the Agreement is possible only with the consent of the Seller in accordance with the procedure established by the State Property Fund of Ukraine.

6.8. The obligations specified in this Agreement remain valid for the persons who purchase the Privatization Object in case of its subsequent alienation during the term of validity of such obligations.

6.9. In case of further alienation of the Privatization Object, the obligations stipulated by the Agreement and not fulfilled on the date of such alienation shall be transferred to the new owner.

6.10. In case of further alienation of the Privatized Object, the new owner must submit copies of documents confirming the transfer of ownership to the Seller within two weeks from the date of transfer of ownership of such object.

6.11. The new owner, as well as the lender financing the purchase of the Privatization Object, must meet the requirements for buyers of Privatization Objects, established by Article 8 of the Law of Ukraine «On Privatization of State and Communal Property».

6.12. The transfer of the Privatization Object (or part) to the pledge or the contribution of such an object (real estate) to the authorized capital of the economic entity during the period of validity of the terms of this Agreement is carried out with the consent of the Seller, in accordance with the procedure established by the State Property Fund of Ukraine.

6.13. The Buyer must notify the seller within 5 days of a change in location, beneficial owners, and bank details in case of a change.

7. Seller's obligations

7.1. The Seller is obliged:

transfer the Privatization Object to the Buyer according to the act of acceptance - transfer;
monitor compliance with the terms of this Agreement in accordance with the procedure established by the legislation of Ukraine

to consider the issue of granting consent for the alienation of the Privatization Object (its part) in accordance with the procedure determined by the State Property Fund of Ukraine.

8. Buyer's responsibility

8.1. In case of non-fulfillment or improper fulfillment of the terms of this Agreement, the Buyer bears the responsibility established by this Agreement and the legislation of Ukraine.

8.2. In case of full or partial non-fulfillment of the terms of this Agreement, such responsibility of the Buyer is established:

in case of violation of the established conditions of this Agreement of investment obligations, the Buyer shall pay a fine in the amount of unmade investments **;

in case of a violation of the established terms of the Agreement of investment obligations secured by a bank guarantee, the Seller satisfies his claims in the amount of unmade investments at the expense of the bank guarantee**;

in case of non-fulfillment or improper fulfillment by the Buyer of the terms of this Agreement in connection with the declaration of bankruptcy of the enterprise, the property complex of which is the Privatization Object, the Buyer pays a fine in the amount of 100 percent of the amount of his unfulfilled obligations, but not less than 10 percent of the price of the purchased Privatization Object. At the same time, sufficient confirmation of the fact of non-fulfillment or improper fulfillment of the terms of this Agreement is the adoption by the commercial court of a resolution declaring the enterprise bankrupt, the property complex of which is the Privatization Object. Violation of proceedings in the bankruptcy case (introduction of the procedure for disposal of property, remediation) does not release the Buyer of the Privatization Object from responsibility for non-fulfillment of the terms of this Agreement **;

in case of non-compliance by the Buyer with the obligations to preserve the main types of activities of the Privatized Object during the specified period, the Buyer shall pay a fine in the amount of 10 percent of the value of the purchased property**;

in case of non-fulfillment by the Buyer of the terms of this Agreement regarding the prevention of tax debt, the Buyer shall pay a fine in the amount of 10 percent of the amount of the tax debt **;

other responsibility established by the Agreement and the legislation of Ukraine**.

** Included if the Agreement provides for an obligation, for non-fulfillment of which an appropriate sanction is established.

8.3. For preventing the Seller's employees from entering, opposing or obstructing their verification of compliance with the terms of this Agreement, the director of the privatized enterprise shall be fined in the amount of 1,000 tax-free minimum incomes of citizens for each established fact.

8.4. Payment of fines does not release the Buyer from the fulfillment of Agreement obligations during the period of validity of the terms of the Agreement.

9. The risk of accidental death of the Privatization Object

9.1. The risk of accidental death or accidental damage to the Privatization Object is borne by the Buyer from the moment ownership of the Privatization Object is transferred to him.

10. Changes to the terms of the Agreement and its termination

10.1. Amendments to the Agreement are carried out in accordance with the requirements of the legislation only with the consent of the Parties in the manner approved by the State Property Fund of Ukraine, by concluding an agreement on amendments to the Agreement.

10.2. The Agreement may be terminated at the request of one of the Parties, including by a court decision, in case of non-fulfillment by the other Party of the obligations provided for in this Agreement within the specified time, or in accordance with section 5.3 of the Agreement.

In case of judicial termination of the Agreement due to non-fulfillment of contractual obligations by the Buyer, the Privatization Object shall be returned to state ownership in accordance with the procedure established by legislation.

10.3. In case of unilateral termination of the Agreement in accordance with section 5.3 of the Agreement, the Parties have agreed that the Agreement is terminated from the date the Seller sends the Buyer a notice of unilateral termination of the Agreement.

10.4. The exclusive conditions for terminating the Privatization Object Agreement in the manner provided for by legislation and the Agreement, is:

non-fulfillment of the conditions of sale of the Privatization Object and the obligations of the Buyer, determined by the terms of the Agreement, within the period established by the Agreement;

submission of false information to the state privatization authority;

payment funds for the Privatization Object received in violation of the requirements of the legislation regulating relations in the sphere of prevention of legalization (laundering) of proceeds obtained through crime, financing of terrorism and financing of the proliferation of weapons of mass destruction;

non-fulfillment of the Buyer's obligation to prevent a reduction in the number of employees at the initiative of the new owner or a body authorized by him; **

sale or other alienation by the Buyer of the Privatized Object (its part) to the persons specified in the second part of Article 8 of the Law of Ukraine «On Privatization of State and Communal Property» during the performance of obligations under the Agreement.

11. Grounds for exemption from liability

11.1. The Parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under this Preliminary Agreement in case of force majeure circumstances (circumstances of force majeure) that did not exist at the time of the conclusion of this Preliminary Agreement and arose beyond the will of the Parties, which objectively make performance impossible obligations stipulated by the terms of this Preliminary Agreement, and which are directly stipulated by the Law of Ukraine «On Chambers of Commerce and Industry in Ukraine».

** Included if the Agreement provides for an obligation, for non-fulfillment of which an appropriate sanction is established.

11.2. The Party that cannot fulfill its obligations under this Agreement due to force majeure must notify the other Party in writing within 5 (five) working days from the moment it became aware of their occurrence.

The Party notifies the other Party of the end of the force majeure circumstances (circumstances of force majeure) within 2 days from the day it became aware of their end. Subject to the fulfillment of the conditions specified in this paragraph, the duration of the term (period) of the fulfillment of obligations is extended for the duration of force majeure circumstances (circumstances of force majeure).

11.3. Proof of the occurrence and termination of force majeure circumstances and their validity period are the relevant documents issued by the Chamber of Commerce and Industry of Ukraine or regional chambers of commerce and industry authorized by it.

12. Dispute resolution

12.1. All disputes arising from the performance of obligations under this Agreement shall be resolved either through negotiations or in court.

12.2. All disputes arising from the performance of obligations under this Agreement, except for disputes arising from public legal relations and referred to the competence of administrative courts, shall be resolved by the commercial court in accordance with the procedure established by the Commercial Procedure by the Code of Ukraine, except when the Parties have agreed to transfer such disputes for resolution international commercial arbitration in accordance with the twelfth part of Article 26 of the Law of Ukraine «On Privatization of State and Communal Property».

13. Special conditions

13.1. After the conclusion of this Agreement, the authority to whose sphere of management belongs the enterprise, the property complex of which is the Privatization Object, makes a decision on the termination of such an enterprise in accordance with Article 23 of the Law of Ukraine «On the Peculiarities of the Termination of State-owned enterprises by the Decision of the State Property Fund of Ukraine».^{***}

The Buyer is obliged to facilitate the termination of the legal entity of the state enterprise «_____» (EDRPOU code _____) by sending, within a month after the date of conclusion of this Agreement, to the address of the authority whose management area belongs to the enterprise, the property complex of which is the Privatization Object, a proposal for the appointment of a representative of the Buyer as the manager of the termination in accordance with the procedure provided for in the first part of the Article 23 of the Law of Ukraine «On the Peculiarities of the Termination of State-owned enterprises by the Decision of the State Property Fund of Ukraine». In case that the candidacy of the termination manager proposed by the Buyer in accordance with this section of the Agreement does not meet the requirements of the current legislation, the Buyer is obliged to immediately submit a proposal for another nomination of the termination manager.

13.2. All encumbrances of property rights on the Privatization Object remain valid for the Buyer of this object and are terminated in accordance with the procedure established by the legislation of Ukraine.^{****}

13.3. Lease agreement of the Privatization Object _____ dated __.__.202__ No. __ ,
(name of the privatization object)
concluded between _____, remains valid for the Buyer^{*****}

Lease agreement of the Privatization Object _____ dated __.__.202__ No. __ , concluded between _____ and the Buyer, ceases from the date of transfer of the specified property in the ownership of the Buyer. ^{*****}

*** This item is included if the Privatization Object is a property complex of SOE.

**** Included if the Privatization Object is a property complex of SOE /real estate (building, structure, premises).

***** Included if the Buyer of state property is not a tenant.

***** Included if the Buyer of state property is a tenant.

14. Anti-corruption provision

14.1. The Parties define and confirm that they implement a policy of total intolerance to undue advantage, corruption, improper payments for facilitating or simplifying formalities in connection with the implementation of this Agreement, improper payments for ensuring a faster resolution of certain issues. The Parties are guided in their activities by the legislation aimed at preventing and avoiding situations, the subject of which is illegal profit and corruption in particular.

14.2. The Parties guarantee that they, their employees and authorized representatives are prohibited from offering, giving or promising to give any improper benefit (money, valuable gifts, etc.) to any person (including, but not limited to, officials, authorized persons of legal entities, government employees), as well as demand receiving, accepting or agreeing to accept from any person, directly or indirectly, any illegal benefit (cash, valuable gifts, etc.).

15. Final provisions

15.1. All expenses related to the conclusion of this Agreement, its notarization in the case of such certification by the Buyer, and its execution, shall be borne by the Buyer.

15.2. This Agreement enters into force from the date of its signing by the Parties and notarization (in cases provided for by the legislation of Ukraine).

15.3. This Agreement is concluded in the form of an electronic document, which is signed by applying qualified electronic signatures based on a qualified electronic signature certificate.*****

15.4. This Agreement is drawn up with full understanding by the Parties of its terms and terminology in the Ukrainian language in four authentic copies, which have the same legal force.

Two copies of this Agreement are kept by the Seller, one copy by the Buyer, one copy by the notary office that certified this Agreement.

15.5. The Agreement is valid until the Buyer fulfills its obligations in full, in particular those stipulated in the section 6.5 this Agreement, which is confirmed by the Seller in accordance with the procedure established by law, if the Agreement is not previously executed or terminated in accordance with the legislation of Ukraine and the terms of the Agreement.

16. Location (residence) and bank details of the Parties

BUYER:

SELLER:

(signature)

(signature)

Stamp

Stamp (if available)

***** Included at the Buyer's request if the Agreement does not require notarization

Attachment No. 1 to the Purchase and Sale Agreement
dated _____ 20__ No. _____

List of real estate that is part of the Privatization Object

No. z/p	Name	Address	Total area (M sq.)	Registration number
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Attachment No. 2 to the Purchase and Sale Agreement
dated _____ 20__ No. _____

List of vehicles included in the Privatization Object

No. z/p	Brand	Model	Registration number	Release year
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