

SAMPLE AGREEMENT _____
on purchase and sale of small privatization object

 (name of the privatization object)
(except for block of shares, participatory share), by redemption

 (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)

(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, based on orders _____

_____ dated _____.202____
 (privatization authority name)

« _____ », Purchase and Sale Preliminary Agreement
 (order to use the privatization method – redemption)

_____ dated _____.202____ No. __, have concluded Purchase and Sale Agreement

(name of the privatization object)
 of Privatization Object – _____ (hereinafter referred as to – **Agreement**) as follows.
 (name of the privatization object)

1. Agreement subject

1.1. The Seller undertakes to transfer ownership of the object of small privatization 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 Buyer paid for the Privatization Object _____ UAH, including
(numbers and words)

VAT _____ UAH in full.
(numbers and words)

The Privatization Object is state property, which is confirmed _____.
(name, number and date of registration document)

1.2. The list of real estate, which is part of the Privatization Object and is transferred to the ownership of the Buyer, is given in Appendix No. 1, which is an integral part of this Agreement.

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.

3. Privatization Object transfer

3.1. The transfer of the Privatization Object to the Buyer is carried out by the Seller on the day of conclusion of this Agreement.

3.2. 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).

4. Obligations and rights of Parties

4.1. 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.

4.2. The Party that violated the obligations taken in accordance with this Agreement must eliminate these violations.

A breach of an obligation under this Agreement is the non-fulfillment or improper fulfillment of the conditions specified in this Agreement.

5. Buyer's obligations

5.1. The Buyer is obliged to accept the object of privatization according to the act of acceptance - transfer within the period established by the Agreement.

5.2. 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.

5.3. From the moment of transfer of ownership, the Buyer is obliged to fulfill the conditions of sale of the Privatization Object, namely:

5.3.1. _____;

5.3.2. _____.

(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.

5.4. 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.

5.5. 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.

5.6. 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.

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

5.8. In case of further alienation of the Privatized Object, the new owner is obliged to submit to the Seller copies of documents confirming the transfer of ownership rights to him within two weeks from the date of transfer of ownership rights to such an object.

5.9. 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».

5.10. 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. Seller's obligations

6.1. 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.

7. Buyer's responsibility

7.1. 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.

7.2. 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.

7.3. 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.

8. The risk of accidental death of the Privatization Object

8.1. The risk of accidental death or accidental damage to the Privatization Object is borne by the Buyer.

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

9.1. Amendments to the Agreement are carried out in accordance with the requirements of the law 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.

9.2. The Agreement may be terminated at the request of one of the Parties, including by a court decision, in the event that the other Party fails to fulfill the obligations stipulated in this Agreement within the specified time.

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 law.

9.3. The exclusive conditions for terminating the Privatization Object Agreement in accordance with the procedure provided for by law and the Agreement are:

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;

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.

10. Grounds for exemption from liability

10.1. 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».

10.2. The Party that cannot fulfill its obligations under this Preliminary 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).

10.3. 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.

11. Dispute resolution

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

11.2. 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 Code of Ukraine.

12. Special conditions

12.1. Lease agreement of the Privatization Object _____ dated _____.202__ No. __ ,
(name of the privatization object)

concluded between _____ and the Buyer, shall be terminated from the date of transfer of the specified property to the Buyer's ownership.

13. Anti-corruption provision

13.1. 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.

13.2. 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.).

14. Final provisions

14.1. All expenses related to the conclusion of this Agreement, notarization and its execution shall be borne by the Buyer.

14.2. This Agreement enters into force from the date of its signing by the Parties and notarization.

14.3. 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.

14.4. The Agreement is valid until the Buyer fulfills its obligations in full, in particular those stipulated in section 5.3 of this Agreement, which is confirmed by the Seller in accordance with the procedure established by law, unless the Agreement is previously fulfilled or terminated in accordance with the legislation of Ukraine and the terms of the Agreement.

15. Location (residence) and bank details of the Parties:

BUYER:

(signature)

Stamp

SELLER:

(signature)

Stamp (if available)

Attachment No. 1 to the 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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