

# USTRONNIE

## RESIDENCE

### PREMISES RESERVATION CONTRACT

Concluded in Ustroń Morskie on ..... by and between:

1. **Iwestycje Rnena Bobruk with its** registered office in Wrocław, ul. Bernarda Pretficza 5A/14, conducting business activity, NIP /Tax Identification Number/-8991796523, REGON /National Business Registry Number/-389689342; (hereinafter referred to as the "**Company**"), represented by Dominik Stefaniak - attorney-in-fact  
and
2. ....., hereinafter referred to as the "**Buyer**",

#### The Company declares that:

- A. It is the owner of the property located at ul. Osiedlowa in Ustronie Morskie in Zachodniopomorskie voivodship, constituting a plot of land with the reg. no. 1297 from the precinct 0029 and with a total area of 1692m<sup>2</sup>, for which the District Court in Kolobrzeg, Department of Land and Mortgage Register keeps the Land and Mortgage Register No. (**Kw no. (...).** **KO1L/00021919/3** (hereinafter collectively referred to as the "**Property**"),
- B. On the Property described above, on the basis of the final and uncontested decision of the Starost of Kolobrzeg No. 00836/2021 of 30.11.2021 approving the construction design and granting the building permit and decision No. 00018/2022 of 10.01.2022 transferring the building permit for the Investment, Renata Bobruk intends to commence the implementation of a development project in the form of the construction of a residential and service building (hereinafter referred to as the "**Investment**"), which will include, among others:
  - Residential premises located on the.....floor, marked with the working number ....., located on the ..... floor, with a usable area (determined on the basis of design documentation), approx. ....m<sup>2</sup> (the plan of the Premises is presented in Appendix 1 to this Contract);
  - Parking space arranged as part of non-residential premises – a multi-station garage, at level -1 and marked with a symbol ..... (the location of the parking space is also presented in Appendix 2 to this Contract).

The Residential Premises and the parking space hereafter shall be collectively referred to as Reserved Premises.

- C. The Buyer, after reading the investment project, intends to buy the Reserved Premises from the Company listed in the Contract and declares readiness to accede to the Agreement regarding their

# USTRONNIE

## RESIDENCE

future sale. Mrs. .... and Mr ..... also declare that they are married and the Reservation Premises will be acquired for statutory community, with funds coming from their marital assets.

**and therefore the Parties agree as follows:**

### **Article 1**

- 1.1. The Buyer hereby reserves the Reserved Premises for the period until ..... (hereinafter also referred to as the "Reservation Period").
- 1.2. During the Reservation Period, the Company undertakes not to offer for sale, not to negotiate or conclude any agreements with third parties that would apply to the Reserved Property, provided that the Buyer pays the reservation fee (i.e. The Company's remuneration for the reservation made, as defined in Article 4 below).

### **Article 2**

As a result of the negotiations, the Parties agreed on the following conditions for the sale of the Reserved Premises to the Buyer:

- the price of the Residential Premises shall be **PLN..... gross**,
- the price of the share in premises of a purpose other than residential use – the stationary garage together with the right to exclusive use of the parking space will be **PLN..... gross**.

### **Article 3**

During the Reservation Period, the Company undertakes to provide the Buyer with an information prospectus within the meaning of the provisions of the Act of 16 September 2011 on the protection of the rights of the buyer of residential premises and single-family houses, together with information on the provided protection measures for the collection of funds paid by the buyers, and a draft development agreement.

### **Article 4**

- 4.1. The Buyer is obliged to pay a booking fee in the amount of PLN 10,000.00 (hereinafter referred to as the "Remuneration") to the account of the Company held at PKO Bank Polski as remuneration for the reservation made (as described in point 1.2 above).
- 4.2. The Parties agree that in the event of the conclusion of a development agreement within the Reservation Period regarding the sale of the Reserved Premises to the Buyer on the terms set out in this Contract, the Remuneration will be returned, in the nominal amount, to the Buyer's indicated

# USTRONNIE

## RESIDENCE

account:....., within 30 days after crediting the first instalment as payment of the sale price to the relevant bank account indicated in the development agreement. In the event of the conclusion of a development agreement and non-performance of the Buyer's obligation in the form of payment of the first instalment as payment of the sale price - the Company is entitled (in accordance with the provisions of the development agreement) to charge a contractual penalty or claim compensation from the Buyer - the Buyer hereby agrees to deduct the amount due from the amount of Remuneration returned.

- 4.3. In the event the Buyer does not conclude a development agreement regarding the Reserved Premises during the Reservation Period, the Company reserves the right to withhold the reservation fee.

### Article 5

- 5.1. Any change in the terms and conditions of the reservation must be made in writing under pain of nullity.
- 5.2. All notices shall be delivered in writing to the following addresses of the Parties or in electronic form to the e-mail addresses of the Parties (in both cases with a return receipt):

- the Buyer: .....

- the Company: info@u-residence.pl

in both cases with a return receipt.

- 5.3. The Parties undertake to notify – in the manner specified above – of any change of their correspondence address. In the event of failure to comply with this obligation, any forms of written communication not received but addressed to the address indicated in this Agreement or the last known address will be considered effectively delivered (and in the case of letters - within 14 days from the date of the first delivery attempt).
- 5.4. The transfer by the Buyer of any rights and claims arising from this reservation requires the prior written consent of the Investor.
- 5.5. This Premises Reservation Contract has been made in two identical copies, one for each Party.

**THE COMPANY**

**THE BUYER**