
PROMISE OF SALE
ANABELLA HILL TOURIST REAL ESTATE PROJECT
APARTMENT [REDACTED]

ENTRE:

On the one hand, the commercial company **INVERSIONES TER 368, E. I. R. L.**, organized and existing in accordance with the laws of the Dominican Republic, registered in the Mercantile Registry under No. 4247SMN and in the National Taxpayers Registry (R. N. C) under No. 1-33-17146-5, with its registered office at apartment No. 2 of the Bonita Village residential complex, Las Ballenas sector, city and municipality of Las Terrenas, province of Samaná. 2 of the residential Bonita Village, sector Las Ballenas of the city and municipality of Las Terrenas, province of Samaná, Dominican Republic; duly represented in this contract by its owner and manager, Mr. YURIY KONSTANTYNOV, Ukrainian, of legal age, single, with passport no. FM248716 and identification document no. FM248716. FM248716 and national identification document No. BXT326235, domiciled and resident in this city and municipality of Las Terrenas, province of Samaná, Dominican Republic; represented entity that, hereinafter in this act shall be referred to as the SELLER or by its own corporate name; and,

On the other side, Messrs. [REDACTED]; persons hereinafter referred to in this contract as the PURCHASERS or by their own names.

PREAMBLE:

WHEREAS I: The SELLER is the owner, promoter and developer of the real estate tourism project called ANABELLA HILL (hereinafter in the present act "the PROJECT or by its own name) will be composed of _____ ([REDACTED]) buildings of three (3) levels, twenty-nine (29) apartments, common pool, parking, garden and security.

WHEREAS II: The ANABELLA HILL real estate tourism project will be built on the properties described below:

- 1) The property identified with the cadastral designation number 414344392137, whose surface area is 2,363.66 square meters, located in the municipality of Las Terrenas, province of Samaná, according to the corresponding definitive survey plan.
- 2) The property identified with the cadastral designation number 414344393539, whose surface area is 2,156.05 square meters, located in the municipality of Las Terrenas, province of Samaná, according to the corresponding definitive survey plan.
- 3) The property identified with the cadastral designation number 414344394776, whose surface area is 207.28 square meters, located in the municipality of Las Terrenas, province of Samaná, according to the corresponding definitive survey plan.

WHEREAS III: The ANABELLA HILL real estate tourism project will be governed by a Co-Ownership and Administration Regulation, in accordance with Law 5038 dated November 21, 1958, on Condominiums, which the PURCHASERS undertake to respect, comply with and subscribe to, this being an essential condition for the signing of this act.

WHEREAS IV: The SELLER shall submit the ANABELLA HILL real estate tourism project to the process of obtaining the benefits and exemptions granted by Law 158-01 dated October 9, 2001, as amended, on the Promotion of Tourism Development for Poles of scarce development and new poles in provinces and localities of great potential (CONFOTUR); therefore, if said classification is obtained, the benefits contemplated in said law shall be extended to the BUYERS, according to the criteria of the General Directorate of Internal Taxes (DGII) and other corresponding agencies and institutions. However, the SELLER does not guarantee the obtaining of such permits and exemptions, and therefore the BUYERS exonerate the SELLER from any liability in the event that such permits and exemptions are not obtained.

WHEREAS V: The BUYERS acknowledge that the PROJECT has been conceived with a tourist vocation, for which reason it will be operated by a company for the operation and management of projects with a tourist and hotel vocation, with experience in the sector, to be hired exclusively and unilaterally by the SELLER. Likewise, the BUYERS declare that they acknowledge, having been informed by the SELLER, that the units of the PROJECT will be included in a *rental program* to be operated by the company hired by the SELLER for such purposes. Consequently, the BUYERS declare that they have no objection to the common areas of the PROJECT and/or any unit of the same being operated under the scheme established in the present clause, as well as to be subject to the PROJECT's property and management regulations.

WHEREAS VI: The PURCHASERS have declared their intention to purchase an apartment in the aforementioned real estate project.

NOW, THEREFORE, and under the understanding that this preamble is an integral part of the present act, the parts,

HAVE AGREED AND COVENANTED AS FOLLOWS:

ARTICLE ONE. Purpose of the promise. The SELLER, by means of this contract, promises to sell to the BUYERS, who accept and promise to buy, the property described below (hereinafter "the PROPERTY"):

Of the ANABELLA HILL real estate tourism project, the functional unit number, located on the _____ level, with an approximate construction area of approximately _____ square meters, according to the attached plans, which have been signed by the parties and are an integral part of this contract. The apartment will consist of the following distribution: _____ (describe apartment _____).

Paragraph I: The apartment indicated will be sold with the annexes, equipment and accessories detailed below: _____ (describe things included in the apartment) _____.

Paragraph II: The ANABELLA HILL real estate tourism project shall be governed by the provisions of Law 5038 on Condominiums, which creates a special system for multi-property ownership, as well as by the corresponding Co-Ownership and Administration Regulations. Consequently, the PURCHASERS, by virtue of this contract, undertake to acquire and assume all the rights and obligations that the Law and the Regulations will establish both in favor and in charge of each co-owner, and acknowledge that they will be obliged to respect all the provisions of the regulations that will govern the project.

ARTICLE TWO. Justification of the right of ownership. The SELLER justifies its right of ownership over the real estate where the ANABELLA HILL real estate tourism project will be built, by virtue of the certificates of title numbers 3000360229, 3000360230 and 3000360231, issued on August 12, 2024, by the Registry of Titles of Samaná.

ARTICLE THREE. Reservation of the right of ownership. The SELLER grants this promise of sale under the express condition, which is accepted by the BUYERS, that this promise of sale is not valid for sale and that, consequently, the BUYERS shall not be owners of the PROPERTY until the price agreed upon below is paid in full, with its accessories, in the manner, term and other stipulations agreed upon in this contract. This condition of full payment of the price for the formation of the contract of sale constitutes an essential and determining element of this contract, without which the SELLER would not have contracted, the parties expressly understanding that any legal act or legal action carried out by the BUYERS that does not comply with said condition shall have absolutely no legal value or effect and shall be automatically dismissed by any judge, court or agency in charge of the matter.

ARTICLE FOUR. Unavailability of the PROPERTY. The SELLER acknowledges that it may not dispose of the PROPERTY in favor of other person(s) during the term of this promise.

ARTICLE FIFTH. Sale Price and Form of Payment. The parties have agreed upon the sale price in the amount of _____ UNITED STATES DOLLARS (USD _____ .00), payable in this type of currency as permitted by the Financial Monetary Code of the Dominican Republic, as follows:

- A) A first payment, in the amount of **FIVE THOUSAND UNITED STATES DOLLARS (USD5,000.00)** to the *escrow* account of GUZMÁN ARIZA Law Firm and Consultants, depositary agent designated by mutual agreement between the parties, which have been disbursed by the BUYERS in favor of the SELLER prior to the execution of the present contract, for the reservation of the PROPERTY; consequently, the present act serves as proof of payment and receipt of discharge for said amount. The payment shall remain in the aforementioned account and shall be disbursed in favor of the SELLER at the same time and under the same conditions as the payment indicated in the following paragraph.

- B) A second payment, for the amount of (USD _____ .00), equivalent to TWENTY PERCENT (20%) of the total value of the property, which shall be disbursed by the BUYERS in favor of the SELLER at the moment of signing this contract. Once said amount has been received, the SELLER shall grant the corresponding release, leaving express proof of having received said amount in full satisfaction.
- C) The remaining FORTY PERCENT (40%) of the total value of the property shall be disbursed by the BUYERS in favor of the SELLER during the construction process, divided into four (4) partial payments, each corresponding to TEN PERCENT (10%) of the total value of the property. Said payments shall be linked to the stages of construction, which shall be defined by the parties in a supplementary document or by written notice from the SELLER to the BUYERS prior to the due date of each payment. Upon receipt of each payment, the SELLER shall issue the corresponding release, expressly stating that it has received the respective amount in full satisfaction.

Paragraph I: The progress of the construction work and everything related thereto shall be notified by the SELLER to the BUYERS by means of reports, e-mail, fax, digital images, photographs, correspondence or by means of a visit and inspection of both, or any other reliable means of communication.

Paragraph II: It is understood that the price of the INMUBELE is based on the cost of all inputs, construction materials, services, labor and indirect expenses involved in the construction of the PLAYA BALLENAS RESIDENCIAL real estate tourist project at the time of signing this contract. The price of the apartment shall remain unchanged.

Paragraph III: The parties agree that if due to delays by the organs of the Jurisdiction Real Estate and corresponding state institutions, the documents indicated in letter F) of the eleventh article of this contract are not ready on the date foreseen for the delivery of the PROPERTY, the PURCHASERS may receive the PROPERTY as foreseen in the ninth article, paying at that time the amount of _____ (USD .00), and shall retain the amount of _____ (USD .00), until the conditions indicated below in the eleventh article of this contract are fulfilled.

ARTICLE SIX. Interest. The unpaid installments of the price shall not generate interest.

ARTICLE SEVENTH. Advance Payment. The PURCHASERS may pay in advance all or part of the price agreed upon in Article Four of this contract, at any time before the expiration of the term granted to them, without incurring any penalty.

ARTICLE EIGHTH. Place of Payment. The PURCHASERS shall make the payments, without the need of any requirement, in the bank account number. _____ of the bank

_____ The SELLER reserves the right to change the place of payment upon prior notice to the BUYERS. However, the SELLER reserves the right to change the place of payment upon prior notice to the BUYERS.

ARTICLE NINTH. Estimated form of delivery. The delivery of the PROPERTY that is the object of this contract shall be made no later than () years, counted from the date of the beginning of the construction works, with an automatic grace period in favor of the SELLER of six (6) months, except for an additional extension of the term that may be necessary due to acts of God, force majeure or pandemic. Delivery shall be verified by the signature of a delivery and release receipt to be signed by the contracting parties or of the final sales contract.

Paragraph I: It is agreed that if as a result of the occurrence of damages due to fortuitous events, it is not possible for the SELLER to deliver the PROPERTY within the established terms, said term for the fulfillment of the delivery obligation shall be extended by a term equal to the time elapsed due to the fortuitous event in which the SELLER could not perform the pending tasks to complete the delivery, so that it may repair any damages, if any, that may have occurred, and may comply with its obligation. The SELLER may notify the BUYERS in writing (by e-mail or any other reliable means of communication) of the impossibility of carrying out the work for this reason, at which time the suspensive status shall apply. Once the conditions for the resumption of the works are met, the BUYERS shall be notified of this, at which time the term for delivery of the PROPERTY shall commence.

Paragraph II: The PURCHASERS acknowledge and have no objection that it is likely that at the estimated date of delivery of the physical occupancy of the apartment object of this act some common areas of the ANABELLA HILL real estate tourist project or other apartments could be subject to final completion works.

Paragraph III: THE SELLER shall notify the BUYERS when it is ready to deliver the apartment ("NOTICE OF PREPARATION"). Upon receipt of this notice from the SELLER, the BUYERS shall have a period of fifteen (15) days to prepare a list of deficiencies of the apartment and notify it to the SELLER, either via bailiff's deed, e-mail, fax, letter, etc. The SELLER shall, within thirty (30) days of receipt of the list of deficiencies, proceed to correct the faults or deficiencies indicated, provided that the same are within the contractual obligations of the SELLER; this term is subject to variation depending on the complexities of the deficiencies, in which case it shall be established by the SELLER.

ARTICLE TEN. Penalty for delay in construction. THE PARTIES agree that, in the event that the delivery of the property covered by this contract is not made within the established term, and such delay is not due to force majeure or to events attributable to BUYERS, SELLER shall pay BUYERS a penalty equivalent to two percent (2%) per month of the amount actually paid to date by BUYERS, for each month or fraction of a month of delay. This penalty shall be payable as from the day following the expiration of the term agreed for the delivery of the property and shall remain in force until the effective delivery.

ARTICLE ELEVENTH. Changes in the work. The BUYERS may only make such changes in the work as it deems pertinent, assuming the responsibility of paying the additional expenses resulting from such modifications and of agreeing with the SELLER the corresponding additional expenses and fees, as well as the additional term required for the execution of the new work. Any change order in the work, as well as the agreement regarding the resulting additional expenses and fees and the extension of the delivery period, as well as any other modification of this contract, must be made in writing. Otherwise, the order and the amendment agreement(s) shall be of no force and effect and the parties shall not be bound.

ARTICLE TWELFTH. Warranties. SELLER represents and warrants for the benefit of BUYERS as follows:

- A) That it is the owner of the plots described in the preamble of this contract, of which it is in peaceful occupation and possession, according to the documentation described above in this act.
- B) That the plots where the condominium is or will be built are free of all charges, encumbrances, litigations or rights of third parties of any kind.
- C) That the commercial entity INVERSIONES TER 368, E. I. R. L., is a corporation duly organized and existing in accordance with the laws of the Dominican Republic, and that the person representing it in this contract has the capacity to sell the PROPERTY object of this act.
- D) That at the time of final payment, the PROPERTY will not be affected nor its transfer hindered by any tax liability (real estate tax, income tax, asset tax, etc.) and will be free of any charge, lien and opposition.
- E) That it shall be liable for hidden defects or construction defects that may structurally occur in the PROPERTY, for a period of one (1) year, term that shall begin to be calculated as from the date of delivery of the PROPERTY to the BUYERS, being understood as construction defects those deficiencies that are of such a magnitude that they affect the structure or the habitability, expressly excluding visible deficiencies at the time of delivery (the repair of which the BUYERS must demand before delivery) and minor deficiencies, even if hidden, and defects caused by lack of maintenance or by causes attributable to the BUYERS or persons for whom they are responsible.
- F) That concomitantly with the final payment, the SELLER shall execute the corresponding definitive act of sale in favor of the BUYERS and shall deliver to them all the documentation, without exception, that may be required for the purpose of transferring the right of ownership, such as:

- 1) Original of the individual certificate of title that protects the right of ownership of the PROPERTY;
- 2) Original certification of the legal status of the PROPERTY, issued by the Registry of Titles of Samaná, stating that it is free of encumbrances, liens, litigations or third party rights of any kind;
- 3) Original of the certification corresponding to the real estate property tax (IPI), related to the PROPERTY;
- 4) Current copy of the Commercial Registry certificate of the commercial company INVERSIONES TER 368, E. I. R. L., with at least three (3) months of validity;

ARTICLE THIRTEENTH. Termination of the promise. This promise may only be terminated when one of the parties breaches one or more of the obligations assumed by it, since the synallagmatic nature of the promise prevents its termination or rescission by the sole unilateral will, without the need to prove the breach of the other party. It is understood that any attempt to terminate this promise by the sole unilateral will of one of the parties and without any breach by the other party shall have absolutely no legal value or effect and shall be automatically dismissed by any judge, court or agency in charge of the matter.

ARTICLE FOURTEENTH. Termination of the promise. This promise may only be terminated when one of the parties breaches one or more of the obligations assumed by it, since the synallagmatic nature of the promise prevents its termination or rescission by the sole unilateral will, without the need to prove the breach of the other party. It is understood that any attempt to terminate this promise by the sole unilateral will of one of the parties and without any breach by the other party shall have absolutely no legal value or effect and shall be automatically dismissed by any judge, court or agency in charge of the matter.

ARTICLE FIFTEENTH. Default of the BUYERS. SELLER'S Option. In the event that the BUYERS do not pay when due any of the installments of the price set forth in Article Five of this contract, and after thirty (30) business days have elapsed from the payment notice to be notified by the SELLER without the BUYERS having complied with such notice, this promise of sale and any legal act related thereto, shall be terminated without any value or effect, without any judicial intervention or proceeding whatsoever. In such case, the SELLER is authorized to deduct in its favor, fifty percent (50%) of the sums advanced by the BUYERS, by way of damages and penalty clause, and the SELLER shall reimburse the BUYERS the remainder of the sums paid on account of the sale price.

ARTICLE SIXTEENTH. Condominium fee. The PURCHASERS undertake to pay, as of the delivery of the PROPERTY and the signing of the definitive act of sale, the maintenance fee of the ANABELLA HILL real estate tourism project.

ARTICLE SEVENTEENTH. Taxes, expenses and fees. The expenses and fees for drafting and legalization of contracts shall be borne by the BUYERS. The SELLER, however, shall cover all expenses, taxes and fees, without exception, required to comply with its obligations set forth above in this contract, and especially, to deliver to the BUYERS the individual certificate of title covering the promised PROPERTY, free of any lien or encumbrance and suitable to be registered in the corresponding Title Registry, for the purpose of transfer for the benefit of the BUYERS. Likewise, the SELLER shall grant in favor of the BUYERS, in case of receiving the approval, the benefits and exemptions in force at the time of signing the definitive sale contract, by virtue of the application for obtaining CONFOTUR submitted for the ANABELLA HILL real estate tourism project.

ARTICLE EIGHTEENTH. Indirect execution. The parties agree that this sale shall be executed, at the option of the BUYERS, in an indirect manner, to the person(s), natural or juridical, selected by them.

ARTICLE NINETEENTH. Revocation of previous agreements. The present contract renders null and void any previous understanding, agreement or contract, verbal or written, related to its object, which has not been incorporated into the present contract.

ARTICLE TWENTIETH. Origin of funds and compliance with Law 155-17. The PURCHASERS declare under oath that the funds used for the purchase of the PROPERTY do not come from any activity related to money laundering or financing of terrorism, nor, in general, from any illicit activity.

Paragraph I: Likewise, the BUYERS acknowledge that, pursuant to Law 155-17 for the Prevention of Money Laundering and Financing of Terrorism, as well as its regulations and complementary rules, they are obliged to collaborate and promptly provide the information required of them so that due diligence may be carried out on the origin of the funds used or to be used to pay the purchase price, therefore, they acknowledge that in the event that they do not provide, for any reason whatsoever, such information within ten (10) days after the SELLER notifies them to that effect, this contract may be terminated unilaterally, without incurring any liability and without the need for any judicial intervention.

Paragraph II: Likewise, the SELLER reserves the right to unilaterally terminate this contract without any formality if the BUYERS are subject to investigations or prosecutions for activities related to money laundering or financing of terrorism, or any other illicit activity.

Paragraph III: The BUYERS exonerate the SELLER, the GUZMÁN ARIZA Law Firm and the acting notary public from any liability that may arise from the activities investigated or prosecuted against them, and at the same time undertake to indemnify them for any damages they may suffer as a result of such eventuality.

ARTICLE TWENTY-FIRST. Assignment of rights. The BUYERS declare and acknowledge that they may not assign their rights and obligations acquired hereunder in favor of third parties, without previously offering them to the SELLER.

ARTICLE TWENTY-SECOND. Heirs and assigns. This contract shall bind and benefit both the contracting parties and their heirs and assigns.

ARTICLE VIGESIMO THIRD. Competent Jurisdiction and Applicable Law. The parties agree that the competent jurisdiction to settle any dispute related to this agreement shall be that of the domiciles of choice of the parties and that the only applicable laws shall be those of the Dominican Republic.

ARTICLE TWENTY-FOURTH. Election of domicile. For all purposes of this contract and its legal consequences, notification of any judicial or extrajudicial act, including offers and consignment of payment, as well as any other purpose directly or indirectly related to its content, the parties elect domicile of common competence in the GUZMÁN ARIZA Law Firm, located at 3 El Carmen Street, in the city and municipality of Las Terrenas, province of Samaná, Dominican Republic.

DONE AND SIGNED in three (3) originals, of the same tenor and effect, one for each of the contracting parties and the remaining one for the file of the acting notary. In the city and municipality of Las Terrenas, province of Samaná, Dominican Republic, this _____ () day of the month of _____ of the year two thousand and twenty-five (2025).

For the VENDOR:

For the PURCHASERS:

YURIY KONSTANTYNOV

I, **CÉSAR RAFAEL CALDERÓN GARCÍA**, notary of the number for the municipality of Las Terrenas, with registration of the Dominican College of Notaries No. 7538, and of the Bar Association of the Dominican Republic No. 28234-375-04, with professional office opened in the street El Carmen No. 3 of this city, **CERTIFY AND WITNESS:** That the above signatures were freely and voluntarily placed in my presence by Messrs. YURIY KONSTANTYNOV and _____ of generals and qualities that appear in the act that appears in the head, persons that have declared to me that these are the signatures that they are accustomed to use in all their acts. In the city and municipality of Las Terrenas, province of Samaná, _____ () _____ days of the month of _ of the year two thousand and twenty-five (2025).

CÉSAR RAFAEL CALDERÓN GARCÍA

Notary