

Deposit agreement

Batumi _____, 2022

Elit-Msheni LLC, ID 445455908, on behalf of its director -----, (P/№ -----), hereinafter referred to as "the deposit recipient" from one hand and -----
Passport N _____, Personal N _____, hereinafter referred to as "deposit payer" from another hand conclude foregoing agreement with following terms and conditions:

1. Subject of Agreement

- 1.1. The Deposit payer transfers to the Deposit recipient a cash amount of _____ USD, including VAT, equivalent in GEL at the rate of the national bank of Georgia, valid on the day of payment, which confirms that he wants to purchase in the multi-storey residential complex under construction of Elit-Msheni LLC, located in Batumi, Vazha-Pshavela N53 (Block --), apartment №. _____, with total area _____ sq.m., (total area includes space in the common area completely outside the exterior walls, including partitions, water and sewerage, communication and ventilation shafts, balconies and columns in the presence of space) the cost of 1 sq.m of real estate is _____ US dollars equivalent in GEL, the total cost is _____ US dollars equivalent in GEL.
- 1.2. The amount specified in paragraph 1.1. The deposit payer must transfer to the deposit recipient after signing this agreement and provide a payment order (the so-called receipt) in electronic form before the end of the next day, which will be credited to the next bank account -----, account number -----;
- 1.3. After the amount has been credited by the Deposit payer to the account of the Deposit recipient, the property chosen by him will be booked till **is reserved for a period of 14 (fourteen) calendar days**, during which the Deposit payer must pay the **30%** of the booked property and appear at the office of the Deposit recipient to sign the **preliminary** sale agreement and, if necessary, at the National Agency of the Public Registry.
- 1.4. During the period specified in clause 1.3. of this agreement, the deposit recipient is prohibited from changing provided in paragraph 1.1. value of the real estate specified in this agreement, to alienate into future property and / or ownership to the third party and encumber with obligations.

2. Termination of the agreement

- 2.1. If the deposit payer does not pay the amount specified in clause 1.1. by the end of the next business day and / or will not present a payment order, the reservation will be withdrawn / canceled at 00:00 the next day after signing the contract, and this contract will also expire, while the amount paid as a deposit remains with the Deposit recipient.
- 2.2. If the Deposit payer does not pay **30%** for the reserved property within the time period specified in clause 1.3. and/or does not appear to sign the contract, the amount paid as a deposit remains with the Deposit recipient.
- 2.3. If the Deposit recipient does not fulfill its obligations under this agreement, the validity of this agreement is terminated, as a result of which the amount paid by the Deposit payer will be returned to the Deposit payer in double size.

3. Special conditions

- 3.1. This agreement comes into force from the moment of its signing by the Parties and is valid until the performance of obligations duly undertaken by the Parties.
- 3.2. The parties agree that in the event of a dispute they will go to court, as a result of which the decision of the first instance will be enforced without delay.
- 3.3. The contract is drawn up in Georgian and English in two identical copies having the same legal force and is kept by the parties.

«Deposit recipient»

«Deposit payer»
