

Metrostav Epsilon s.r.o.

member of the Metrostav Group
Koželužská 2450/4, 180 00 Prague 8
ID 26728532 VAT ID CZ26728532

The company is registered in the Companies register kept by the MC in Prague, file. no. C 89986

www.metrostavdevelopment.cz

www.metrostav.cz

TERMS AND CONDITIONS**NA VACKOVĚ APARTMENTS**

Beginning of the construction: Q4 2018
Expected start of approval: Second half-year 2020 (buildings A1, A2, A3)
First half-year 2021 (buildings A4, A5)

Investor, Seller :	Metrostav Epsilon s.r.o.
Registered office:	Koželužská 2450/4, 180 00 Prague 8, Libeň
ID No.:	26728532
Tax Registration Number:	CZ26728532
Bank details:	Komerční banka a.s.
Account no.:	3571980237/0100
Telephone:	Phone: 266 017 023, 266 017 012
	entered in the Companies Register, kept by the Municipal Court in Prague, Section C, Insert 89986

Developer, Contact point:	Metrostav Development a.s.
	Real estate centre
Registered office:	Koželužská 2450/4, 180 00 Prague 8, Libeň
ID No.:	284 40 412
Tax Registration Number:	CZ28440412
e-mail:	reality@metrostavdevelopment.cz
Telephone:	Phone: 606 612 697 or 800 266 060
	entered in the Companies Register, kept by the Municipal Court in Prague, Section B, Insert 14524
	(also referred to as "MD")

Client change manager:	Design&Co, s.r.o.
Registered office:	Klimentská 1207/10, 110 00 Prague 1, Nové Město
place of business:	Loretánské náměstí 109/3, 118 00 Prague 1, Nové Město
ID No.:	290 21 235
Tax Registration Number:	CZ29021235
e-mail:	pavel.novotny@designco.cz
Telephone:	602,249 165

Mortgage loans:	Hyposervis Consulting a.s.
Registered office:	Králodvorská 1086/14, 110 00 Prague 1, Staré Město
ID No.:	248 41 862
Tax Registration Number:	CZ24841862
e-mail:	vratislav.donat@hyposervisgroup.cz
Telephone:	Phone: 731 158 640

1. Process of buying a unit

I. Selection of the unit

The unit in the offered project can be selected:

- on the project website www.navackove.cz, byty.navackove.cz
- at a meeting with an MD real estate agent **at the Metrostav a.s. headquarters, Real estate centre Metrostav Development a.s., Koželužská 2450/4, 180 00 Prague 8**

Pre-requested

is a unit selected by you that will be reserved for **7 days**.

II. Reservation agreement

A reservation becomes binding after a reservation agreement has been concluded and the reservation fee has been paid (see the repayment schedule below).

Reservation duration

The reservation period runs from the payment of the reservation fee for a period of 30 days.

In case the reservation fee is not paid within the specified time limit (5 days after signing the reservation agreement), the reservation agreement is cancelled.

Method of financing

If you decide to finance a part of the purchase price through a mortgage loan, we have provided professional assistance in mediating a loan from **Hyposervis Consulting a.s.** (contact on page 1), which will mediate a loan at selected banks for you (e.g.: Komerční banka a.s., Česká spořitelna a.s., Hypoteční banka a.s.) and co-ordinate the pre-arranged way of fulfilling the terms of providing a mortgage loan, without any fees.

If it is necessary to prepare documents for your banks (without the use of our partner Hyposervis Consulting a.s.) You will be charged for the costs of acquiring the documents concerned including the costs for the seller's relevant employee.

The deadline for submitting a loan agreement is 3 months after the PPC has been signed.

If, in accordance with the terms of the reservation agreement, you do not conclude a preliminary purchase contract for reasons on your part, the reservation fee will be counted as a contractual penalty and the unit will be released for sale!

III. Preliminary purchase contract (PPC)

It is a contract that defines in particular:

- the subject matter of the transfer, i.e. your selected unit
- the purchase price and method of payment
- completion dates and the date of transfer of the unit
- client change options
- and other conditions necessary to conclude a purchase contract.

In the case of a client's request for a change in the already concluded reservation agreement or the preliminary purchase contract (change of financing, change of the repayment schedule, etc.), this change is subject to prior approval by the seller. **After the approval of the requested change, the Client is obliged to pay to the seller**

the fee for such a change **before preparing the amendment to the contract**. The preparation of the amendment is subject to a fee of CZK 5,000.

The transfer of a reservation contract or a preliminary purchase contract to another buyer is possible only with the seller's consent and the terms of such transfer will be negotiated individually by the seller and the buyer.

IV. Client changes

With the client change manager you will be able to select standard, above standard or change the layout of your unit. The client change manager will help you meet your demands, quantify and negotiate the cost of client changes and oversee their implementation.

We recommend that you arrange a meeting with the client change manager without undue delay after the conclusion of the preliminary purchase contract (contact on page 1).

Client changes categories:

SCC - "standard equipment client change"

- offers the change of the unit's standard equipment to variant standard equipment without any additional charge, without affecting the layout of the unit and without affecting the location of fixtures and fittings or the installation wiring and the material installation method
- fee: CZK 0

MCC - "material client change"

- offers the possibility to increase the range of standard equipment and to change the standard equipment of the unit to above standard equipment with a surcharge, with the possibility to impact the material installation method, without affecting the layout of the unit, without affecting the location of fixtures and fittings or the installation wiring
- Fee: CZK 7500 (without VAT)

PDCC - "project documentation client change"

- allows modification of the internal layout of the unit in the following range:
 - a) shifts, partition extension and shortening or door opening modifications, layout modifications with additional partitions and door openings,
 - b) changes in indoor electrical wiring - changes in wiring (shifts or modifications and changes in the number of sockets, switches, lights), low-

voltage changes

(STA, telephone and internet sockets),

- c) changes in sanitary wiring - shifts or changes caused by layout changes in bathrooms and toilets, changes of fixtures and fittings, installation

of other

types of bathtubs, showers, sinks, batteries, use of concealed batteries, massage bathtubs, etc.,

- d) changes in air conditioning and heating systems, generally related to Induced by layout changes,

- e) security unit supplementation, etc.,

f) replacement of swinging doors with sliding doors (impact on the casing location, lintels,

impact on wiring, etc.).

- fee CZK 12.000 - 15.000 excluding VAT, according to the scope of processing

Upon approval of the client change, a real estate agent will create an amendment to the preliminary purchase contract to the client change approved and signed by you. The preparation of this amendment free of charge.

The condition for the implementation of client changes is not only their specification before a specified date (see annex no. 3 of the PPC), but above all, previous conclusion of the client change amendment and the payment of its price and the fee for concluding the amendment

(within 14 days from the conclusion of the amendment). Without these conditions being met, client change will not be implemented.

The sanction will be increased by the value of the client change in accordance with article IX.3. PPC.

The client change can not be covered by a mortgage loan, it has to be paid from client's own resources.

V. Declaration by the owner of the building

Upon completion of the building and units within it, when they are closed by peripheral walls and the roof structure, the seller shall submit a proposal for the registration of the under-construction units in the building into the land registry. Upon completion of the building and exterior modifications, approval issuance, descriptive number assignment and other details, registration of the completed units into the land registry on the basis of a proposal by the seller will occur and the seller will call you to conclude the purchase contract and take over the unit.

VI. Technical inspection - unit check-up (before signing the purchase contract)

After the approval of the apartment building and prior to signing the purchase contract, the clients will be allowed to enter the unit on a pre-arranged date for 1 hour. During this inspection, the buyer may have the unit measured for the purposes of kitchen unit or built-in wardrobe production orders, furthermore the client will inspect the unit, any defects will be recorded and removed until the unit take over. Entry to the site is not allowed on other than the above-mentioned date.

VII. Purchase contract (PC)

Will be concluded within 120 days of the approval issuance. You will be prompted to sign the PC and the PC text will be sent to you for approval in advance. Conclusion of the PC and payment of the entire purchase price are a condition for the transfer of the unit.

VIII. Unit take over (after signing the purchase contract and paying the purchase price)

Upon the unit take over, which will be made within 20 days of signing the PC and crediting the purchase price to the seller's account, you will receive the unit's passport - i.e., the simplified construction scheme of the building including home wiring and installations, electrical energy transfer documents, use of the unit and common parts of the building guidelines, the registration sheet of the unit with the amount of advance payments for the payment of building and unit services and the Energy Performance Certificate.

2. Financing possibilities

I. Financing purchase of the unit from the client's own resources

Basic purchase price repayment schedule

a) reservation fee

- in the amount of CZK 100,000

The reservation fee is due within 5 days of signing the reservation agreement. **When the PPC is concluded, the reservation fee is included in the first purchase price advance payment.**

If the PPC is not concluded for reasons on your part, the reservation fee will be counted as a contractual penalty for failing to conclude the PPC!

b) maturity of the purchase price

- **1st advance payment | 20% of the purchase price** (minus the amount of the included reservation fee)
 - maturity within 14 days of signing the PPC
- **2nd advance payment | 70% of the purchase price**
 - maturity until the date stated in the PPC if approval was requested, otherwise within 14 days of delivery of the notification of the seller about the start of the approval procedure
- **Surcharge | 10% of the purchase price**
 - maturity at the date of signature of the PC.

II. Unit purchase financing with a mortgage loan

A portion of the purchase price, up to a maximum of 80% of the purchase price, can be financed in the form of a mortgage loan, depending on the particular situation of the individual client.

We recommend the use of professional assistance and favourable terms in mediating a loan from Hyposervis Consulting a.s.

Basic purchase price mortgage repayment schedule

Share of client's own resources - at least **20%** of the property purchase price

a) reservation fee

- in the amount of CZK 100,000

b) maturity of the purchase price

- **1st advance payment | 20% of the purchase price** (minus the amount of the included reservation fee) maturity within 14 days of signing the PPC
- **Share of mortgage loan** - up to a maximum of **80% of the** property purchase price
- **2nd purchase price advance payment** - ML drawdown in the amount of **70%** of the purchase price, maturity within 14 days after the submission of the following documents to your financing bank - notification of the seller about the start of the approval procedure and the original or certified copy of the proposal for input of the right of lien on the unit in favour of your financing bank into the land registry (with the mail room stamp of the relevant land registry office (LR))
- purchase price **surcharge** - ML drawdown in the amount of 10% of the purchase price, maturity within 14 days after the submission of the following documents to your financing bank - a copy of the Certificate of Occupancy and the original or a certified copy of the proposal for the input of the right of lien to the subject of the transfer in your favour (with the mail room stamp of the relevant land registry office)

III. If the client purchases three or more units, the 1st advance payment will be at least 30% of the purchase price of all the purchased units.

3. General information

- I. All documents and data (particularly of a commercial, technical and advertising nature), visualizations, other representations of the project or other materials presented by the seller, including all information on the seller's website, are for illustration purposes only, are not binding and do not represent an offer or proposal for the conclusion of a contract within the meaning of act No. 89/2012 Coll., Civil Code, as amended. At the same time, the seller reserves the right to change them. A contract between the seller and the other contracting party is concluded only when the contracting parties have negotiated the content of the contract in its entirety, it is made out in writing and the same document is signed by all the parties.
- II. The subject of out-of-court settlement of consumer disputes is always the substantively relevant Czech Trade Inspection, see www.coi.cz.
- III. **Rules for the use of front rooms**

In case the unit also includes the right of exclusive use of the common part of the house - the front garden, the following applies:

 - The front garden is a common part of the property with the right of exclusive use by the owner of the unit, it is not a separate land owned by the client,
 - it is not allowed to place any structures in the front garden,
 - in the front gardens, it is not allowed to plant a greenery with a root system that could damage the waterproofing of the building (the ceiling of the underground parking in the building)
 - livestock farming is not allowed in the front garden.
- IV. Installation wiring will be led through the common parts of the building intended for exclusive use by the owner of the unit (cellar, garage, etc.), in accordance with the project documentation. The owner of the unit is required to respect any limitations that may arise therefrom and is required to allow access to these installations for inspection, maintenance or repair.

4. Terms of use of personal data

Both the seller and Metrostav Development a.s. consider the protection of privacy and personal data to be their primary duty. Information and data about natural persons are acquired by these companies exclusively in connection with their own activities, directly from clients and used only in accordance with the relevant data protection regulation.

Personal data and its security are under constant physical and electronic supervision, and the companies have established security mechanisms to ensure proper protection of processed data from unauthorized access or transmission, loss or destruction, and other possible misuse. All persons who come in contact with personal data of clients in the course of performing their work or contract obligations are bound by a statutory or contractual duty of confidentiality.

Consent to the storage and processing of personal data or the sending of commercial communications may be withdrawn by the client at any time by sending an e-mail message to reality@metrostavdevelopment.cz or in writing to Metrostav Development a.s., Real estate centre, Koželužská 2450/4, 180 00 Prague 8.