

The authentication of the present document was requested

SALE AND PURCHASE AGREEMENT

1. Parties:

Popescu Mihai, Romanian citizen, having the Personal Identity Code, born on in Locality....., county, residing in, address....., county.....holder of the Identity Card SeriesNo..... issued on by **and his wife**

Popescu Maria, Romanian citizen, with Personal Identity Code, daughter of and, born on in.....locality....., county, residing in, address....., county....., holder of the Identity Card Seriesno..... issued on by, **as sellers**, on one hand, **and**

White Maria Mihaela, English citizen, born on in Romania, place, with the declared residence in England, address....., holder of passport no. issued on by the competent authorities of England, **as buyer**, on the other hand .-----

2. Object of the contract

We, the undersigned sellers, **Popescu Mihai** and **Popescu Maria**, **sell to our daughter White Maria Mihaela**, the above buyer, the property right over apartment no. 120, located in Cluj-Napoca, Calea Mănăştur no. 170, bl. E10, Ap. 120, Cluj county, registered in the Land Register no. Cluj-Napoca (resulting from converting the Land Register no. Cluj-Napoca from paper into an electronic format), under A1, with the topographic number, consisting of 4 rooms, kitchen, pantry, bathroom, vestibule, closet, toilet, balcony, with a useful area of 96.35 sqm, and a share of 1.95 / 100 part of the joint tenancy of common areas, and a share of 18/940 part of the land allotted for use from the land with a total surface of 940 sqm registered in the Land Register no. (resulting from converting the Land Register no. from paper into an electronic format), identified with the topographic number, **and we retain in our favour the right of usufruct for the lifetime over the apartment described above.**

The joint tenancy of common areas of the block of flats, which apartment no. 120 is part of and which is the object of the present agreement, consist of foundations, exterior and interior walls, floors, roof terrace, entrance halls, staircase, drying room, common facilities, sewerage, cold and hot water, central heating, electricity, common RTV installations, elevator, guard pass around the block, connections to the main supply up to 5 m from the block, garbage room.-----

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3. The price

The sale-purchase price established, by mutual agreement, between us, the contracting parties, for the right of bare ownership over the apartment no. 54, object of the present document, is of 40,000 lei (forty thousand lei). The price was paid in full in 2001, in cash, at the hands of the sellers.

We, the undersigned sellers, declare that we received in full, from the buyer, the sale-purchase price agreed in 2001, and we no longer have any claims from her. -----

4. Declarations and guarantees

We, the undersigned sellers, Popescu Mihai and Popescu Maria aware of the sanctions provided by article 215 and article 292 of the Criminal Code, declare on our own responsibility the following:

- we acquired the property right over the apartment that is the object of the present contract as common good purchase, based on the sale-purchase contract no. concluded with S.C. Urbana S.A. Cluj;
- the apartment which is the object of this contract is in the civil circuit, is in our ownership, free of any encumbrances or easements, is not subject to any litigation regarding the right of ownership or any other real property right over it;
- the apartment has not been transferred to the patrimony of any natural or legal person in any way, and it has not been promised to be sold to any person, it is not rented and it has not been promised for rent or for establishing any right over it;
- the legal situation of the apartment results from the land registry extract issued for the authentication by BCIP Cluj-Napoca, annexed to the contract;
- the apartment shall be alienated with the payment of taxes and fees on time, according to the certificate of fiscal registration no. issued by the City Hall of Cluj-Napoca, Internal Revenue Department;
- at the date of concluding this contract, the apartment is overdue in the amount of 88.15 lei to the Owners' Association and has a working fund in the amount of 100 lei, as it results from the certificate issued by the Owners' Association from Cluj-Napoca, Calea Mănăstur no. 170;
- all electricity bills for apartment no. 120 were paid until, with meter index estimated, according to certificate no. issued by S.C. Filiala de Furnizare a Energiei Electrice (Electricity Supply Branch), Electrica Furnizare Transilvania Nord S.A.;
- we guarantee the buyer against total or partial eviction according to art. 1337 Civil Code. -----

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I, the undersigned buyer, White Maria Mihaela buy the right of bare ownership over the apartment no. 120, located in Cluj-Napoca, Calea Mănăştur no. 170, sc. 5, et 11, Cluj county, registered in the Land Register no. Cluj-Napoca (resulting from converting the Land Register No. Cluj-Napoca from paper into an electronic format), under A1, with topographic number, described above with the price and under the conditions of the present agreement, am aware of *de facto and de jure* situation, and that it is legally in the ownership of the sellers and declare that I paid in full the sale-purchase price agreed upon in 2010, as mentioned above.-----

I, the undersigned buyer, **White Maria Mihaela** undertake to pay to the Owners' Association the amount of lei, due by the sellers for the repairing of the roof, as it results from the certificate no. issued by the Owners' Association from Cluj-Napoca, Calea Mănăştur no. 170.

We, the undersigned sellers, POPESCU MIHAI and POPESCU MARIA, declare on our own responsibility that WHITE MARIA MIHAELA the buyer of this agreement, is our daughter.

5. Registration clauses

We, the undersigned parties request and consent to the registration of the property right over the apartment, which is the object of this agreement, as follows:

- **the right of bare ownership over the apartment no. 120, located in Cluj-Napoca, Calea Mănăştur no. 170, bl. E10, Cluj county, in the name and in favour of the buyer WHITE MARIA MIHAELA, as a purchase;**

- **the right of usufruct for lifetime over the apartment no. 54, located in Cluj-Napoca, str. Mănăştur no. 170, bl. E10, Cluj county, in the name and in favour of POPESCU MIHAI and POPESCU MARIA, as a purchase.**

The notary public undertakes to submit this contract to the Office of Land Registry and Real Estate Advertising of Cluj-Napoca City, in order to fulfil the real estate advertising operation. -----

6. Final provisions.

We, the contracting parties, declare that we have been informed about the provisions of art. 1303 Civil Code, article 12 of Law 87/1997 regarding tax evasion, Law 656/2002 on preventing and sanctioning money laundering and Law 677/2001 on the protection of individuals with regard to the processing of personal data and declare that the price stated is the real one.

The parties were informed of the obligation provided by the tax code regarding the submission, within 30 days from the date of authentication, of the tax self-assessment regarding the good that is the object of this agreement.

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The calculation of the tax for the income deriving from the transfer of the property was made at the price declared by the parties, the buyer being the sellers' daughter, in accordance with article 77 paragraph 4 of the Fiscal Code, as amended by Law no. 372/2007 regarding the approval of the Government Emergency Ordinance no. 110/2006, and the calculation of the notary fee and the real estate advertising fee was made at the amount of 202,000 lei (two hundred and two thousand lei) representing the expertise value of the apartment.

Pursuant to article 66 of Law 36/1995, this document represents an enforceable title.

We, the undersigned parties, declare that: before signing the deed have personally read its contents, and finding that it corresponds to the will and conditions established by us by mutual agreement, hereby sign below. -----

7. Annexes

The following constitute annexes to the present contract: land book extracts for authentication no. Cluj-Napoca and Cluj-Napoca, issued based on application no. by BCPI Cluj-Napoca, the sale-purchase contract no. concluded between S.C. Urbana S.A. Cluj - in certified copy, the certificate of fiscal registration no. issued by the City Hall of Cluj-Napoca, Internal Revenue Department, certificate no. issued by S.C. Filiala de Furnizare a Energiei Electrice (Electricity Supply Branch), Electrica Furnizare Transilvania Nord S.A., certificate no. issued by the Owners' Association .-----

Drafted, authenticated and archived by the notary office, in 6 copies, of which 4 copies were issued to the parties, this day of authentication.

Sellers/Signatures

POPESCU Maria

POPESCU Mihai

Buyer/Signature

WHITE MARIA MIHAELA
