

PRELIMINARY PURCHASE AND SALE AGREEMENT FOR REAL ESTATE AND CONDO HOTEL INVESTMENT

entered into between the parties:

DP&LC Group SRL	RNC: 1-33-38259-8 - Calle El Sol 1, Punta Cana, Bavaro 23000, La Altagracia, Dominican Republic - Legal representative: _____ - Registered in the Commercial Registry of the Dominican Republic
acting as	Seller, Promoter and Developer of the Project (hereinafter: the Promoter)

and

Full name:	_____	Place and date of birth:	_____
Address:	_____	Passport / ID number:	_____
Nationality:	_____		

acting as **Buyer** (hereinafter: the Buyer)

jointly referred to as: **the Parties**

PREAMBLE

This preliminary purchase and sale agreement is entered into in accordance with the provisions of the Civil Code of the Dominican Republic, Real Estate Registration Law No. 108-05 and its General Regulations for Title Registration, Real Estate Development Law No. 189-11, and other applicable Dominican legislation regarding real estate, tax, and foreign investment matters.

The Promoter is developing in the Punta Cana - Bavaro area of the Dominican Republic a luxury Condo Hotel project called **Luxe Corales Residences**. The Project aims to create a modern apartment complex with five-star quality standards, suitable for short and long-term tourist use, as well as property acquisition for investment purposes.

The Buyer wishes to acquire a residential unit within the Project for investment and/or personal use purposes, and declares having read, understood and accepted the conditions of this agreement.

CHAPTER I - SUBJECT MATTER OF THE AGREEMENT

§ 1 - Property Identification

The Promoter sells and the Buyer acquires the following real estate unit:

Data	Details
Project Name	Luxe Corales Residences Condo Hotel
Address	Calle Juan Bosch, Sector El Cortecito, Bavaro, La Altagracia, Dominican Republic
Cadastral Number	_____
Unit Number	_____

Floor / Level	_____
Type	_____
Gross Area	_____ m2
Net Area (usable)	_____ m2 (+-3% tolerance)
Sale Price	_____ USD

Regarding area tolerance: if the actual net area differs by more than 3% from the value stipulated in the agreement, the sale price shall be adjusted proportionally, and the difference shall be settled by the Parties prior to delivery of the property.

CHAPTER II - TECHNICAL CONTENT AND CONSTRUCTION STANDARD

§ 2 - Construction elements included in the base price

Structural works and installations: complete structural construction in accordance with Dominican construction standards; floor and wall coverings (first-quality ceramic and porcelain); quality interior and exterior painting; complete bathroom with fixtures (toilet, washbasin, tempered glass shower, taps, mirror, wardrobe); fitted kitchen with island; complete electrical installation; LED lighting; carpentry (thermally insulated doors and windows); terrace cladding and glass railing; 2 air conditioning units (split system); water heater; washing machine.

§ 3 - Furnished delivery (Turnkey)

The apartment shall be delivered fully furnished and ready to inhabit. The sale price includes:

Living room: L-shaped sofa or sofa bed; coffee table; television; curtains; dining table with 4 chairs or 3 bar stools.

Kitchen: hob; oven; refrigerator; extractor hood; microwave; complete kitchen furniture.

Bedroom: king-size bed; 2 bedside tables with lamps; 6-drawer chest of drawers.

Terrace: table and 2 plastic chairs. **Other:** 2 sets of bed linen.

Note: The Promoter reserves the right to substitute specific items with products of equivalent quality in case of unavailability, notifying the Buyer in writing in advance.

CHAPTER III - PROJECT EXECUTION SCHEDULE

§ 4 - Project execution phases

The estimated construction duration of the Project is **18 months**, according to the following schedule:

Phase	Period	Main Activities
I. Site preparation & infrastructure	Aug - Nov 2026	Earthworks, levelling, foundations, utility networks, sales office, reception, show house, commercial units
II. Structural construction	Dec 2026 - Apr 2027	Load-bearing walls, partitions, slabs, staircases, roof structure, waterproofing, thermal insulation, facade
III. Interior finishes	May - Sep 2027	Electrical, mechanical and plumbing installations, A/C systems, cladding, painting, carpentry, lift, terrace glass

IV. Common areas	Oct - Dec 2027	Pools, solarium, gym, dining room, communal kitchen, parking, landscaping, fencing, automatic gate system, security system
V. Testing & handover	Jan - Feb 2028	Functional testing, technical inspections, habitability process, handover to owners

Estimated delivery date: 28 February 2028.

CHAPTER IV - SALE PRICE

§ 5 - Price determination

The Parties agree on the total price of the residential unit in the amount of _____ USD (in words: _____ US dollars).

The sale price **includes**: the apartment; complete furniture and equipment (pursuant to §3); the right to use common areas; connection to the Condo Hotel infrastructure; administrative costs of property registration borne by the Promoter.

The sale price **does not include**: the Buyer's legal counsel fees; Dominican real estate transfer tax (3% of market value, where applicable); the Buyer's bank transfer commissions.

CHAPTER V - PAYMENT PLAN

§ 6 - Payment instalments

Payment Name	Due Date	Amount (USD)
Reservation deposit	Upon signing the agreement	3,000 USD
First instalment	Within 30 days of the reservation payment	_____ USD
Second instalment	Within 6 months of the first instalment	_____ USD
Final payment (Delivery)	At the time of technical handover, before key delivery	_____ USD
Total		_____ USD

All payments shall be made exclusively in USD by bank transfer. The Buyer has the right at any time to make advance payments without charge or interest, notifying the Promoter in writing at least 5 business days in advance.

Beneficiary:	DP&LC Group SRL
Bank name:	_____
Account number:	_____
SWIFT/BIC:	_____
IBAN:	_____

CHAPTER VI - PROMOTER'S WARRANTIES AND REMEDIES

§ 7 - Promoter's declarations

The Promoter declares and warrants that: it is authorised to sell the property and holds all necessary permits for the execution of the Project; the property shall be delivered free of encumbrances, liens and litigation;

construction shall be carried out in accordance with Dominican construction standards and applicable technical specifications; all environmental and construction regulations of the Dominican Republic shall be complied with during Project execution.

§ 8 - Warranty conditions

The Promoter provides the following warranties from the date of delivery:

Element	Warranty Period
Structure (foundations, load-bearing walls, slabs)	2 years
Roof and waterproofing	2 years
Electrical installations and pipework	2 years
Floor and wall coverings (ceramics, porcelain)	2 years
Mechanical systems (air conditioning, plumbing)	2 years
Electrical equipment (A/C, oven, hob, refrigerator, water heater, washing machine)	2 years
General building structure (doors, windows, kitchen, bathroom, paintwork)	2 years
Incorporated appliances	Per manufacturer's warranty

Under the warranty, the Promoter is obliged to repair defects notified in writing within 60 days at its own expense. If the nature of the defect requires urgent intervention (e.g. water infiltration, electrical hazard), the Promoter must act within 48 hours.

CHAPTER VII - COMMON CHARGES AND SERVICES

§ 9 - Amount and content of common charges

The owner shall be obliged to pay monthly common charges of **USD 1.50/m2/month** (calculated on gross area). Common charges include: general maintenance of the complex; pool cleaning and maintenance; potable water supply; electrical supply to common areas; landscaping and exterior maintenance; gym and communal space cleaning; 24-hour reception service; armed night security guard; operation of the CCTV and automatic gate system.

Common charges may be increased annually up to the Dominican inflation index of the previous year, notifying owners in writing at least 60 days in advance.

CHAPTER VIII - CONDO HOTEL OPERATION

§ 10 - Owner's rights

The owner has full freedom regarding the use of the property: personal use; short-term tourist rental (Airbnb, Booking.com, VRBO and other platforms); long-term rental; engagement of an operator of their own choice. The owner is not obliged to join any exclusive rental programme.

§ 11 - Condo Hotel services

The operating Condo Hotel will offer the following services to guests and owners: 24-hour reception; armed security service; pools and solarium; gym; parking; garden maintenance; common area maintenance; concierge service.

CHAPTER IX - TECHNICAL HANDOVER

§ 12 - Handover procedure

The handover of the property shall be carried out as follows: the Promoter shall notify the Buyer of the planned handover date in writing at least 30 days in advance; a detailed technical handover report shall be drawn up and signed by both parties; the Buyer shall have the right to prepare a defect list at the time of handover; the Promoter undertakes to remedy the defects recorded in the handover report within 60 days; key delivery and effective possession shall take place once the final instalment has been paid in full.

CHAPTER X - BUYER PROTECTION, DEFAULT AND PENALTIES

§ 13 - Progress report obligation

The Promoter undertakes to send the Buyer a written progress report and photographic documentation upon completion of each construction phase and at least every three months. If any phase is delayed by more than 90 days, the Buyer shall have the right to request a written explanation, to which the Promoter must respond within 15 business days.

§ 14 - Graduated penalties and right of termination - Promoter's default

Default Period	Buyer's Rights
0 - 90 days	Grace period - no penalty applies
91 - 180 days	Penalty of 4% per annum on amounts paid
181 - 365 days	Penalty of 8% per annum on amounts paid + Buyer may terminate the agreement
More than 365 days	Buyer may terminate the agreement and demand refund of total amounts paid + 10% compensation within 60 days

§ 15 - Project suspension and insolvency

In the event that the Promoter becomes subject to insolvency proceedings, permanently suspends the Project, or has its construction permit revoked and fails to reinstate it within 180 days, the Buyer shall have the right to terminate the agreement and demand repayment of 110% of the total amounts paid within 90 days.

§ 16 - Buyer's default

In the event of a payment default exceeding 30 days, the Promoter shall send a written notice granting an additional 15-day period. If the default exceeds 60 days, the Promoter may terminate the agreement and shall return 80% of the amounts paid within 30 days, retaining 20% as a penalty and administrative costs.

CHAPTER XI - FORCE MAJEURE

§ 17 - Force majeure provisions

Force majeure events include: hurricane, tropical storm, earthquake, flood, fire; epidemic, pandemic; war, armed conflict; governmental measure, administrative prohibition; shortage of construction materials arising from general market conditions; any other unforeseeable and irresistible event for the Parties. The force majeure event must be notified in writing within 10 business days of its occurrence. If the event prevents performance for more than 24 months, either Party may terminate the agreement, and the Promoter shall return the amounts paid within 60 days.

CHAPTER XII - TRANSFER OF OWNERSHIP

§ 18 - Property registration

The property shall be registered in the Buyer's name in the Title Registry of the Dominican Republic pursuant to Real Estate Registration Law No. 108-05, once the sale price and all associated costs have been paid in full. The Parties shall sign the definitive sale agreement before a Notary Public; the estimated registration period is 60 to 90 business days; administrative registration costs are borne by the Promoter, while the real estate transfer tax (3%) is borne by the Buyer.

CHAPTER XIII - CONFIDENTIALITY

§ 19 - Confidentiality obligation

The Parties shall treat the content of this agreement, the commercial and financial information of the Project, and the personal data of the Parties as confidential, and shall not disclose them to third parties, unless required by a legal provision, judicial ruling or administrative order.

CHAPTER XIV - APPLICABLE LAW AND JURISDICTION

§ 20 - Applicable law

This agreement is governed by the laws of the Dominican Republic, in particular: the Civil Code of the Dominican Republic; Real Estate Registration Law No. 108-05; Real Estate Development Law No. 189-11; applicable tax and foreign exchange regulations.

§ 21 - Dispute resolution

The Parties shall resolve any dispute arising from this agreement, in the first instance, through direct negotiation and amicable agreement, granting each other a period of 30 days from written notification. If no agreement is reached, the Parties agree on the exclusive jurisdiction of the courts of La Altagracia Province, based in Bavaro/Punta Cana, Dominican Republic.

CHAPTER XV - FINAL PROVISIONS

§ 22 - General provisions

This preliminary agreement contains the entire agreement between the Parties and supersedes all prior agreements, verbal or written, related to its subject matter. Amendments to the agreement shall only be possible by written agreement signed by both Parties. If any provision is found to be invalid, this shall not affect the validity of the remaining provisions. This agreement is executed in two original copies, one for each Party.

This agreement is drawn up in English and Spanish. In the event of any discrepancy in interpretation, the Spanish version shall prevail, as it is the official language of the Dominican Republic.

Executed in: Bavaro, Dominican Republic

Date: _____

SELLER / PROMOTER

DP&LC Group SRL · RNC: 1-33-38259-8

Legal representative:

BUYER

Full name: _____

Signature: _____

Signature: _____

Passport number: _____

Stamp: _____

WITNESS 1

Name: _____

Signature: _____

ID document: _____

WITNESS 2

Name: _____

Signature: _____

ID document: _____

NOTARY PUBLIC

Name: _____

Signature and stamp: _____

Registration number: _____

This preliminary agreement has been executed in accordance with the laws of the Dominican Republic, in good faith and of the free will of the Parties.