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| **No.** | **Stage** | **Document** | **Term** | **Base** | **Note** |
| --- | --- | --- | --- | --- | --- |
|  | Pre-contractual stage | | | | |
|  | LLP notifies the sole participant of another LLP of its intention to buy 100% of the shares | Written notice  The notice must contain information about the person and his affiliates who intend to acquire in the aggregate fifty or more percent of the shares in the authorized capital, and about the proposed purchase price of the shares. | The term for responding to the notification of intention by the participants in the partnership must be at least thirty days | P. p. 2-1) Art. 29 of the Law on LLP, a person, independently or jointly with his affiliated persons, intending to acquire in the aggregate fifty or more percent of the shares in the authorized capital of the partnership, sends a notice to all participants in the partnership of his intention. | At the same time, the offered price must not be lower than the price that was in the notice of intent to purchase. |
|  | Signing a confidentiality and non-disclosure agreement | Confidentiality and non-disclosure agreements |  |  | We recommend concluding a similar agreement for the confidentiality of information. |
|  | The first stage of legal Due Diligence  Emphasize the check on the following points, but not limited to:  a. Documents of title;  b. title and identification documents for real estate objects, surrounding infrastructure, etc.  c. permits, licenses and administrative approvals;  d. encumbrances, debts, loans and large liabilities of LLP (tax and budgetary, contractual, labor, license, insurance, litigation and claims, risks in the field of labor protection and environmental protection). | Preliminary report on the results of the first stage of legal Due Diligence | By agreement |  | The first stage of legal Due Diligence will allow for diagnostics and form the first impression of the object of sale |
|  | Signing of the Agreement of Intent (memorandum, protocol)  Not being a civil law contract and not entailing legal consequences, the Agreement will secure:  a) understanding of the parties to the Transaction;  b) obligations and rights of the parties to the Transaction;  c) the subject of the future Transaction;  d) timing  e) cost coordination and payment procedure  f) special conditions  g) confidentiality,  h) the procedure for communication and exchange of information in the process of preparing the closing of the transaction (for example, the Seller provides access to all the requested information and documentation). | Letter of intent |  | Clause 7 of Article 390 of the Civil Code of the Republic of Kazakhstan | We recommend signing such an agreement, memorandum or protocol for a general understanding of the upcoming transaction. |
|  | If the parties intend to secure the transaction, a decision is made on how to secure the transaction.  In case of payment for the transaction after a certain time, the buyer provides a pledge (mortgage). | Pledge agreement,  Deposit agreements,  Guarantee agreement, bank guarantee,  Surety agreements |  | Chapter 18 of the Civil Code of the Republic of Kazakhstan | We recommend that in a transaction involving payment after the conclusion of the purchase and sale agreement, ensure the transaction in one of the ways provided for by the Civil Code of the Republic of Kazakhstan, |
|  | Consent of the spouse of the sole participant (natural person) to alienate the share | Notarized consent of a spouse to alienate a share |  | Clause 2 of Article 33, Clause 3 of Article 34 of the Marriage (Matrimony) and Family Code.  Clause 2 of Article 29 of the Law on LLP |  |
|  | The buyer's decision to purchase a 100% share in the authorized capital of another LLP, including the provision of a pledge. | 1. Protocol The LLP must contain a decision on:  - purchase of a 100% share in the authorized capital of the LLP;  - signing a pledge agreement as a pledgee;  - signing a sales contract |  | Clause 6) clause 2 of Art. 43 LLP Law |  |
|  | Coordination of draft agreements on mortgage of immovable property | Draft Agreement on Pledge of Real Estate |  |  |  |
| 1. 7 | Verification of compliance with all conditions preceding the signing of an agreement on mortgage of real estate  Fulfillment of all preconditions | 1. Documents confirming the powers of the parties (copy of the Charter, original power of attorney, copy of the GMS Protocol)   Documents confirming compliance with corporate procedures in connection with the mortgage (copy of the charter) |  |  |  |
|  | Signing of an Agreement on mortgage of immovable property with notarization | Real estate pledge agreement |  | Regarding the collateral.  Despite the fact that the notarization of the pledge agreement is carried out at the request of the parties,  at the same time, according to clause 4 of article 21 of the Law on state registration of rights to real estate, if the transaction is not notarized, then the registering body is obliged to verify the authenticity of the signatures of the persons who made the transaction |  |
|  | State registration of real estate pledge  State registration is carried out by:  - NJSC "State Corporation" Government for Citizens "(PSC - work);  - web portal of "electronic government": www.egov.kz.  or  - a unified notarial information system (hereinafter - ENIS). | 1) a document of title with a note on the performed state registration of rights (encumbrances) to immovable property;  2) a certificate of state registration in the cases provided for by the legislative acts of the Republic of Kazakhstan.  When contacting through the portal / ENIS:  1) notification of the performed registration of state registration. | 3 working days |  |  |
| 1. WITH | Collateral insurance  The Pledger is obliged to conclude an insurance contract for the Pledged Item and provide it to the Pledgee. | Insurance contract |  | Terms and conditions of the real estate pledge agreement |  |
|  | Full Legal Due Diligence of the LLP - Seller | | | | |
|  | Full Legal Due Diligence  The main components of research and reporting on the results:  a. real estate objects, other assets,  b. debts and encumbrances,  c. compliance with administrative procedures and requirements;  d. potential risks that could entail financial losses for the Buyer in connection with joining the LLP participants (labor and social issues, insurance relations, legal claims, financial and other debts and obligations). | Legal Due Diligence Report (full report and summary report) |  |  |  |
|  | Financial Due Diligence | Financial block report |  |  |  |
|  | Request to the justice authorities, state revenue department, statistics authorities from the seller's side  A written request to the justice authorities about whether the acquired share in the authorized capital is pledged, under arrest, a written request to the state revenue management and the issuance of a certificate of the absence of a company's debt, as well as when and what reports were submitted, to the statistics authorities of the form statistical reporting (what forms were submitted, deadlines for their delivery and whether all forms were submitted by the former owner of the LLP) | 1. A written request from the LLP - the seller to the justice authorities.  2. Written request to the State Revenue Department  3. Written request to statistics authorities |  |  |  |
| Preparation of a draft Sale and Purchase Agreement for 100% of a share in the authorized capital of a LLP | | | | | |
|  | Preparation of a draft Sale and Purchase Agreement for 100% of a share in the authorized capital of a LLP, between the seller and the buyer | Draft Purchase and Sale Agreement of 100% of the share in the authorized capital of the LLP |  | Item 2, Art. 59 of the Civil Code of the Republic of Kazakhstan |  |
|  | Coordination of the transaction with the Antimonopoly authority | | | | |
|  | Submission by the LLP (buyer) of an application for consent to economic concentration to the Antimonopoly Authority to obtain preliminary consent to purchase a 100% share in the LLP, obtaining the consent of the Antimonopoly Authority  to the office of the service provider or through the web portal of "electronic government" [www.egov.kz](http://www.egov.kz) the application is submitted with the attachment of documents | 1. A petition to the Antimonopoly Authority (with the attachment of the necessary documents in electronic form).  2. Letter of response from the Antimonopoly Authority on the granting of consent | The service provider, within ten calendar days from the date of receipt of the application, checks the completeness and accuracy of the documents attached to the application and notifies the service recipient of the acceptance or refusal to accept the application for consideration.  The term for consideration by the Antimonopoly Authority should not exceed thirty calendar days | clause 2. of Art. 200 PK RK  item 2) item 1 of Art. 201 PK RK  Art. 171 PK RK  Order of the Minister of National Economy of the Republic of Kazakhstan dated April 21, 2020 No. 29 "On approval of the Rules for the provision of public services" Consideration of applications for consent to economic concentration " | List of documents according to the Appendix |
|  | Conclusion of a sale and purchase agreement for 100% of a share in the authorized capital of a LLP | | | | |
|  | Opening a Seller's account in Forte Bank system connection remote access  If the Seller does not have a bank account with Forte Bank, open an account | 1. Application of the Seller to the bank for opening a bank account.  2. Agreement between the Seller and the bank on the opening and maintenance of a bank account. |  |  | List of documents according to the Appendix |
|  | Conclusion of the Sale and Purchase Agreement of 100% of the share in the authorized capital of the LLP, between the seller and the buyer  The parties, in the presence of a notary, sign a sale and purchase agreement for 100% of the share in the authorized capital, while the purchase price will be reduced by the value of the deposit (if any). | Signed Sale and Purchase Agreement of 100% share in the authorized capital of the LLP between the seller and the buyer |  |  | Item 2, Art. 29 of the Law on LLP  The agreement on the alienation (assignment) of the right of the outgoing participant in the partnership to a share in the property (authorized capital) of the partnership or its part, to which an individual is a party, is subject to notarization. |
|  | If the parties previously had an agreement on the deposit in securing the transaction, then the Agreement on termination of the agreement on the deposit is concluded  The parties, in the presence of a notary, sign Agreements to terminate the deposit agreement | Agreement to terminate a deposit agreement | Simultaneously with the Sales and Purchase Agreement |  |  |
|  | Signing of the Share Acceptance and Transfer Act  The act of acceptance and transfer of the share must indicate that the buyer has transferred the share in the amount specified in the contract, that payment will be made in due order. | Share Acceptance and Transfer Act |  |  |  |
|  | Making a payment for the redemption of a share  The procedure and method for making payment must be specified in the share purchase and sale agreement. In addition, the payment of shares must be confirmed by relevant documents. | Bank document confirming the execution of a bank payment |  |  |  |
|  | Receiving confirmation of receipt of payment against the share | Bank document confirming the execution of a bank payment |  |  |  |
|  | State re-registration of LLP | | | | |
|  | Adoption of a decision by the LLP to adopt a new version of the Charter. The decision is signed by the previous participant that he is familiar with and agrees. | New edition of the LLP Charter |  |  |  |
|  | State re-registration of LLP  Documents for state re-registration are submitted through the "electronic government" web portal: www.egov.kz | 1. Application for re-registration of the Articles of Association  2. The decision of the LLP on the approval of the charter of the LLP (amended and supplemented or in a new edition).  3. LLP Charter (revised and supplemented or revised).  4. Notification / certificate of the registering authority on state re-registration | 1 working day | p.p. 3) clause 6 of Art. 42 of the Civil Code of the Republic of Kazakhstan | List of documents according to the Appendix |

**Application**

**1. List of documents for state registration of rights (encumbrances of rights) to real estate**

1) Application for state registration of rights (encumbrances of rights) to real estate in the form

2) the original document of title confirming the object of registration.

In case of registration of the right (encumbrance) to a land plot, an identification document for the land plot is submitted.

3) A document confirming payment for state registration of rights to real estate.

4) legal entity persons also submit copies of the founding. the documents;

- minutes of meetings (extracts from them) of founders

**2. List of documents for contacting the Antimonopoly Authority:**

*(Application for consent to economic concentration in accordance with the annex to the State Standard "Consideration of applications for consent to economic concentration" approved by Order of the Minister of National Economy of the Republic of Kazakhstan dated April 21, 2020 No. 29)*

1) agreement or draft agreement or other document confirming the transaction;

2) for LLP (buyer) and for each market entity included with LLP in the same group of persons, the following shall be indicated:

- for an individual - data of his identity document, information about citizenship, as well as place of residence and legal address;

- name, legal and actual addresses;

- the size of the authorized capital and the share of participation in the authorized capital;

- types of shares;

- the volume of production and sale, export and import to the Republic of Kazakhstan of goods similar to goods or interchangeable goods produced or sold by a market entity in relation to which the actions provided for by subparagraph 2) of this paragraph are performed;

3) a list of members of the executive body, the board of directors (supervisory board) with an indication of their positions, who are also members of the executive body, the board of directors (supervisory board) of other market entities;

4) the volume of production and sale, export and import of goods to the Republic of Kazakhstan of a market entity, in relation to which the following actions are performed, provided for by subparagraph 2) of this paragraph;

5) the volume of production and sale, export and import to the Republic of Kazakhstan of the same or interchangeable goods produced or sold by market entities that are under the direct or indirect control of the market entity in relation to which the actions provided for by subparagraph 2) of this paragraph are performed;

6) information on the rights that, after the transaction is completed, the acquirer will receive in relation to the market entity and (or) its group of persons, in respect of which the actions provided for by subparagraph 2) of this paragraph are performed, including the number and price of the placement of shares (shares of participation in authorized capital, shares) of the market entity, which will be disposed by the acquirer after the transaction, as well as their share as a percentage of the total number of shares (shares in the authorized capital, shares) with the right to vote of the market entity and their share as a percentage of the authorized capital of the market entity ;

7) forecast of production and sale of the same or interchangeable goods as a result of this transaction.