

\*\*\*\*\* \*\*

\*\*/\*\*

**THE YEAR TWO THOUSAND EIGHT**

**This**

**In his office,**

***Maître*** [title given to French lawyers] , the undersigned *Notaire* [French solicitor] ;

**Partner of the «\*\*\*\* & \*\*\*\* \*\*\*\*, Notaires, Associés d'une Société Civile Professionnelle titulaire d'un Office Notarial» Company, the head office of which is located in PARIS (\*\*\*\*), \*\*, Avenue \*\*\* \*\*\*\*,**

Has witnessed this agreement relating to a *VENTE EN L'ETAT FUTUR D'ACHEVEMENT* [off-plan sale] upon the request of:

- **"VENDOR":**

**The company named « \*\*\*\* »,** limited company, with a share capital of \*,\*\*\* euros, whose head office is in \*\*\*\* (\*\*\*\*), Lotissement \*\*\*\*.

Registered at the *Registre du Commerce et des Sociétés de \*\*\*\** [local companies house] under the registration number \*\*\*\*.

- **"PURCHASER" -:**

Mr \*\*\*\* \*\*\*\*, business owner living in \*\*\*\* \*\*\*\* (United Kingdom), \*\*\*\* HIGH STREET.

Of British nationality,

Born in \*\*\*\* (United Kingdom), on \*th December \*\*\*\*.

**Translator's Intervention<sup>1</sup>:**

For the purpose of this agreement the claimants are assisted by Mademoiselle \*\*\*\* \*\*\*\*, *expert-interprète* [sworn interpreter], *Cour d'Appel d'AIX EN*

<sup>1</sup> [the actual translation of this document is provided by Property Translations, Trébons, France, on behalf of \*\*\*\* & Partners, United Kingdom]

PROVENCE [local court of appeal], who has pledged before the undersigned *notaire* [French solicitor] to translate into English this agreement drafted in French and explain it in English to the claimants.

### **DECLARATIONS OF THE PARTIES REGARDING THEIR CAPACITY**

The parties, and where appropriate their representatives, declare that there are no limitations to their capacities regarding the fulfilment of the undertakings given by them under this agreement, and notably they declare that:

- they are not subject to any ongoing procedure related to *cessation de paiement* [insolvency], *redressement* [administration] or *procédure de sauvegarde des entreprises* [formal voluntary arrangements];
- that they are not involved in any *demande en nullité* [action for annulment] or *dissolution* [dissolution];
- that the aforementioned distinctive elements related to them as for instance: *capital* [share capital], *siège* [head office], *numéro d'immatriculation* [company registration number], *dénomination* [trade name] are accurate.

### **ADDRESS FOR SERVICE**

With a view to fulfilling this agreement and its consequences, the parties' address for service shall be that of their respective domiciles or head offices.

### **PRESENCE – REPRESENTATION**

- For the purpose of this agreement the company named \*\*\*\* is represented by:

Mr \*\*\*\* \*\*\*\* \*\*\*\* and Mrs \*\*\*\* \*\*\*\*, his spouse, dwelling conjointly in \*\*\*\*, quartier de \*\*\*\*, lotissement « \*\*\*\* » Villa \*\*\*\*.

Acting as the manager of the said company and with plenary powers vested in them regarding this agreement under the *statuts* [articles of association] of the said company.

- Mr \*\*\*\* being present for the signing of this agreement.

### **TERMINOLOGY**

- The word "**VENDOR**" shall refer to the attending or represented **VENDOR(S)**. Where there are several vendors they shall enter jointly and severally into their contractual obligations without that such joint and several liability need to be reminded each time.

- The word "**PURCHASER**" shall refer to the attending or represented purchaser(s). Where there are several purchasers they shall enter jointly and severally

into their contractual obligations without that such joint and several liability need to be reminded each time.

- the word "**PROPERTY**" or "**PROPERTIES**" refers to the immovable **PROPERTY(IES)** that is/are referred to in this agreement.

### **SALE**

Under the applicable customary and legal guarantees and notably those that are stipulated in this agreement, the **VENDOR** grants the **PURCHASER**, who

accepts the same, the sale of the detached house that is not built yet and described hereinafter:

### **DESCRIPTION**

Set in the *commune* [borough] of \*\*\*\* (\*\*\*\*), **Lieudit « Le Clos de l'\*\*\*\* »** a house for residential use as described in the plans appended hereto.  
Swimming pool  
Plot.

The overall property is registered in the *cadastre* [land register] of the said *commune* [borough] under section **A** number \*\*\*\* *lieu-dit* [locality] « Haute \*\*\*\* » **with a surface area of \*,\*\*\* sq. m.**

It is hereby stipulated that the said parcel is registered as the lot **ONE (\*)** of the housing estate named "**Les Hauts \*\*\*\* de l'\*\*\*\***" whose detailed description is set forth hereinafter.

In a manner that the said properties shall exist after the completion of their construction with their outbuildings, without any exception or reservation and as they appear on the description sheet and the plans that are appended hereto and on the documents be\*\*\*\*ing to the list of documents set forth in this agreement.

Pursuant to the provisions of section *R \*\*\*\*\_\*\**, *Code de la construction et de l'habitation* [French building regulations] a detailed building plan of the house referred to in this agreement and a [description] sheet setting forth the fittings of the said house are hereby mentioned and remain appended and attached hereto.

### **DESCRIPTION AND APPORTIONMENT OF THE REAL ESTATE INTERESTS**

This agreement encompasses the totality of the outright ownership of the **PROPERTIES** described above.

Such **PROPERTIES** for sale be\*\*\*\* to the **VENDOR** as it is set forth hereinafter after the standardized section in the paragraph "*Origine de Propriété*" [Vendor's Title to Property].

### **PREVIOUS LAND REGISTRATION**

Property acquired via a deed established before *Maître* [title given to French solicitors] \*\*\*\*, *Notaire* [French solicitor] in \*\*\*\*, France, on \*\*th January

\*\*\*\*, \*\*\* a notarized copy of which was published \*\*\* by the *bureau des hypothèques* [department of the French inland revenue] of \*\*\*, volume \*\*\*, number \*\*\*.

### **CHARGES AND CONDITIONS**

This sale is granted and accepted under the applicable customary and legal charges and conditions stipulated after the standardized provisions of this sale that are not entailing taxation or registration.

### **OWNERSHIP - ENJOYMENT**

As from this day, the **PURCHASER** shall be the owner of the ground and the existing constructions.

He shall become the owner the future constructions *par voie d'accession* [via his right of accession] as they are constructed and built. He shall have the enjoyment and take possession thereof after the completion of the building work, which shall take place and be recorded under the conditions stipulated hereinafter, and upon the handover.

The **PURCHASER** shall refrain from granting to anyone, before being fully discharged of the purchasing price thereof, any interest whatsoever or the promise of any right of enjoyment whatsoever, notably by way of a *bail* [lease/tenancy agreement], without the preliminary written agreement of the **VENDOR**.

### **PRICE**

This sale is granted and accepted against the *prix principal* [purchase price] that is firm and final and not subject to review, stated in the preliminary contract, inclusive of *TVA* [French VAT] of \*\*\*\*inclusive of:

- the price exclusive of tax:

\*\*\*\* (\*\*\*\* EUR).

- the *Taxe à la Valeur Ajoutée* [French VAT], at a rate of \*\*, \*\* %:

TWO HUNDRED SEVENTY THOUSAND, FOUR HUNDRED AND ONE EUROS AND THIRTY FOUR CENTS (\*\*\*\* EUR)

It is hereby stipulated that the sale was preceded by a preliminary contract complying with section \*\*, *loi numéro \*\*-\* du \* Janvier \*\*\*\** [French conveyancing regulations], established via a private deed, an original copy of which was sent to the **PURCHASER** who acknowledges the same in compliance with section L \*\*-\*, *Code de la construction et de l'habitation* [French building regulations], and under which the **VENDOR** entered the obligation to reserve for the former the right to purchase the properties and the real interests sold in this agreement against the aforementioned price.

Such price shall be payable in accordance with the pattern set forth hereinafter, [and] it is noted that all the stipulated sums are inclusive of tax.

### **CASH PAYMENT OF A PART OF THE PRICE**

In accordance with the progress of the work, the payable part of the price on the date hereof amounts to \*\*% of the aforementioned purchase price, namely the sum of **FOUR HUNDRED NINETY FIVE THOUSAND EUROS (\*\*\*\*,\*\*\* €)**.

The cash payment thereof was made by the **PURCHASER** to the **VENDOR**, who acknowledges the same, and grants the former suitable and valid quittance therefor, namely:

- quittance for up to \*\*\*\* EUROS (\*\*\*\* EUR) at this very moment and via the accounting department of the aforesaid *Office Notarial* [solicitor's office] paid out of the guarantee deposit paid upon reservation, the **PURCHASER** instructing irrevocably the undersigned *Notaire* [French solicitor] to pay such a sum to the account of the vendor.

- and quittance for up to \*\*\*\* EUROS (\*\*\*\* EUR) on this very day via the accounting department of the aforementioned *Office Notarial* [solicitor's office].

Namely, an overall amount of: . \_\_\_\_\_

FOUR HUNDRED \*\*\*\* EUROS (\*\*\*\* EUR) \_\_\_\_\_

### **WITH QUITTANCE THEREFOR**

#### **PAYMENT OF THE BALANCE OF THE PRICE**

Regarding the balance, namely the sum of \*\*\*\* EUROS (\*\*\*\* EUR) amounting to seventy per cent of the aforementioned price, it is stipulated that it shall be payable in stage payments as the work progresses.

The percentages and the stage payments are as follows:

- \* % when the foundation is laid,  
namely the sum of \*\*\*\* EUROS  
\*\*\*\*\*.\*\*\* €

- \*\* % when the lower ground floor is completed,  
namely the sum of \*\*\*\* THOUSAND EUROS  
\*\*\*,\*\*\*.\*\*\* €

- \*\* % when the roof is going on  
namely the sum of \*\*\*\* EUROS  
\*\*\*.\*\*\*.\*\*\* €

- \*\* % upon completion of the partition walls,  
namely the sum of \*\*\*\* EUROS  
\*\*\*\*.\*\*\*.\*\*\* €

- \* % upon completion of the work,  
namely the sum of \*\*\*\* EUROS  
\*\*\*.\*\*\*.\*\*\* €

- \* % when handing over the keys,  
namely the sum of \*\*\*\* EUROS  
\*\*\*.\*\*\*.\*\*\* €

**TOTAL**  
\*\*\*\* EUROS  
\*\*\*\*,\*\*\*.\*\*\* €

### **ADDRESS FOR PAYMENT [AND] CENTRALIZED FINANCIAL ACCOUNT**

The following is now and hereby agreed between the parties:

- regarding the sum paid via cash payment through the accounting department of the *office notarial* [solicitor's office], instructions are irrevocably given to the undersigned *Notaire* [French solicitor] to pay forthwith the amount into the account open in the name of the **VENDOR** in \*\*\* ;

- regarding the balance of the purchase price: any payment for any reason, regarding the principal, the interests and others, shall be made mandatorily by the **PURCHASER** via fund transfers to the credit of the account open in the name of the **SELLER** for the purpose of this operation in the aforementioned [financial] institution, such fund transfers shall be made upon the **VENDOR's** calls for funds via cheques payable to the said institution and sent directly to it.

#### **PRIVILEGE DE VENDEUR [VENDOR'S RIGHT TO CANCEL]**

With a view to ensuring the payment of the balance of the price of this sale a\*\*\*\* with any interests, advance payments, costs and other expenses, the **VENDOR** as of now expressly states the reservation of his *privilège* [right to cancel] and reserves his right to apply for avoidance of the sale in accordance with section \*\*\*\*, Code civil.

For that purpose, the **VENDOR** shall take upon himself and for his benefit to file [his right to cancel] against the **PURCHASER** with the competent *bureau des hypothèques* [department of the French inland revenue] within a period of two months commencing on this day in accordance with section \*\*\*\*, Code civil.

Such a registration shall be valid for a period that shall last for up to one year as from the agreed completion date, namely \*\*st \*\*\*\* \*\*\*\*.

In the event of a public sale, the premises shall be freed from any form of occupancy, without delay, by the **PURCHASER**.

#### **TERMINATION CLAUSE**

Should the **PURCHASER** default on his obligation to pay the part of the stipulated payable price when it falls due, the **VENDOR** shall have the right, one month after sending a notice via a *lettre recommandée avec demande d'avis de réception* [French recorded signed for mail], to claim outright and without any further procedure, the annulment of this agreement, although without prejudice of the deadline extensions that may be granted to the **PURCHASER** by the court, pursuant

to section \*\*\*\*\*, Code civil, provided that such deadline extensions are applied for before the expiration of the aforementioned one month deadline. Where the annulment is ruled by the court on grounds imputable to one or the other party, the party to whom the annulment is imputed shall pay to the other party a fixed compensation, that shall not be subject to review or mitigation, of ten per cent (\*\* %) of the purchase price.

However, the party to whom the annulment is imputed shall have to make good the loss that the other party will have actually incurred, provided that a claim therefor is filed by the latter.

#### **PROMESSE DE CESSIION DE RANG [MORTGAGEES' PRIORITY CLAUSE]**

The **VENDOR** declares that he formally agrees that the registration that shall be filed for his profit under this agreement, in order to secure the principal, the interests, the costs and the other expenses of his creditor claim, shall not have priority

over the charges against the property hereby sold that may be filed for the profit of any lending institution for the security of loans, regardless of the amount of the principal, the interests, the costs and the other expenses thereof, provided that they are aiming at financing this purchase, with a view to granting the priority of any order and ranking in relation with the mortgaged property to the said institutions over the **VENDOR**, according to the amount of their claims.

Furthermore, he shall undertake to reiterate such a *cession de rang* [the above provision] in any deed, and grant power of attorney to every legal assistant of the *Etude* [solicitor's office] of the undersigned *Notaire* [French solicitor] to undertake any declaration and assertion for that purpose and, moreover, in relation with the title to the creditor claim and the absence of cession, transport, subrogation or delegation, regardless of the form thereof.

### **LAND REGISTRATION**

This agreement shall be filed with the *PREMIER Bureau des Hypothèques de* \*\*\*\* [competent department of the French inland revenue], in compliance with the procedures and deadlines prescribed by the law.

And should, during such a procedure, charges burdening the properties exist or appear, whether they arise from the initiative of the **VENDOR** or previous owners, the **VENDOR** shall, at his expense, send notice of the redemption thereof and send the *certificats de radiation* [proof of redemption], within three months from the amicable notice thereof that will have been served on him, to the above address for service.

### **TAX DECLARATIONS**

#### **IMPOT SUR LA PLUS-VALUE [CAPITAL GAINS TAX]**

The **VENDOR** shall be liable to the tax on profits arising from the construction of buildings in compliance with the law in force.

He declares that, in connection therewith, the competent *Recette des Impôts* [French inland revenue] is that of \*\*\* in \*\*\* .

As a consequence, sections \*\*\* U et seq. and \*\*\*\*\* Bis A, *Code général des impôts* [French tax regulations] related to the taxation of real estate capital gains shall not apply to this sale.

#### **Impôt sur la mutation [conveyance tax]**

The *taxe à la valeur ajoutée* [French VAT] is applicable to this sale.

The *taxe sur la valeur ajoutée* [French VAT] shall be payable by the **VENDOR** who carries out on a regular basis the operations described in section \*\*\*-\*, *Code général des impôts* [French tax regulations].

He shall pay the said tax via the CA\* form [French VAT return] to the said *Recette des Impôts*.

The *taxe de publicité foncière* [land registration tax/stamp duty] is levied on the price exclusive of tax stipulated above.

### **DUTIES**

|                         | <u>Amount payable</u> |
|-------------------------|-----------------------|
| ****,****.** x **,**% = | ****.** EUR           |
| ****,****.** x **,**% = | ****.** EUR           |
| ****.** x **,**% =      | ****.** EUR           |
| <b>TOTAL</b>            | ****.** EUR           |

**END OF THE STANDARDIZED SECTION**

DRAFT



### **DETAILED SECTION**

This detailed section comprises of the elements of the deed of sale that are not required for land registration purpose and for the determination of the base of the duties, tax, fees and levies.

### **PROVISION RELATED TO THE CONSTRUCTION**

#### **\*°/ Planning Consent**

The **VENDOR** declares that he was granted planning consent for the construction of the detached house referred to in this agreement under the order issued on \*\*th February \*\*\*\* by the *Maire* [mayor] of \*\*\*\*, under the reference PC \*\*\*\*\*

A copy thereof remains appended to this agreement.

The **VENDOR** declares that public notice of the order was duly given and that no claim against it was filed.

Plenary powers are vested in the **VENDOR** to file any further application for further administrative consent and notably for any modifying planning permission that may be required.

#### **\*°/ Technical Specifications related to the *Fractions* [shares] Sold**

The technical specifications of the *fractions* [shares] sold related to the building and the outside fittings thereof are set forth in the description sheet in compliance with the authorized form, such sheet is hereby mentioned and remains appended hereto.

The **VENDOR** may modify the appointments enumerated in the description sheet, and replace them by equivalent appointments should a new situation arise during the work, in the event of force majeure (notably: stringent administrative regulations, business bankruptcy or bankruptcy of the suppliers, insufficient supplying, insufficient material quality), and more generally if technical requirements were to compel her [sic] to abandon definitively the completion of some appointments.

Moreover, any modification related to the structure or the inside lay out carried out with a view to solving a technical issue, or to complete or better the look and feel of the architecture or the harmony of the immovable property shall be accepted.

#### **\*°/ Absence of a loan intended to finance the construction that is transferable to the purchaser**

The **VENDOR** declares that no loan intended to finance the construction that is transferable to the **PURCHASER** was presented by him to the **PURCHASER**, who expressly acknowledges the same.

As a consequence this sale is not subject to the condition subsequent stipulated in section R.\*\*\*-\*\*, *Code de la construction et de l'habitation* [French building regulations].

#### **\*°/ Reservation Agreement**

This sale was preceded by a private reservation agreement under which the **VENDOR** has the obligation to grant priority to the **PURCHASER** for the sale of the premises referred to in the present sale.

In consideration therefor the **PURCHASER** has put down a guarantee deposit paid into a special account open in the name of the **PURCHASER**.

The purchaser declares that the provisions of section L \*\*\*-\*, *Code de la construction et de l'habitation* [French building regulations] were complied with.

#### **COMPLETION DEADLINE**

The **VENDOR** shall hand over the premises sold in this agreement by the end of the \*th **QUARTER** \*\*\*\*.

#### **WORK PROGRESS REPORT**

The **VENDOR** declares and the **PURCHASER** acknowledges that the properties hereby sold have reached building phase of: **OPENING OF THE SITE**

#### **PURCHASER'S DECLARATIONS**

The **PURCHASER** declares that, before this very day, he was granted a chance to go through the aforementioned documents.

Moreover, he declares that:

- he received the draft contract hereof with a plan and a description sheet;
- notice of this sale was given to him via a *lettre recommandée avec avis de réception* [French recorded signed for mail] and that in the event that such a notice should not have been sent at least one month before this agreement, he acknowledges that the **VENDOR** was exempted by him to comply with the legal deadline prescribed in section \*\*, *décret \*\*-\*\*\*\* du \*\* Décembre \*\*\*\** [French conveyancing regulations] and that the undersigned *Notaire* [French solicitor] was instructed by him to proceed with this sale forthwith.

#### **TOWN PLANNING**

A copy of the *note de renseignement d'urbanisme* [statement related to local land searches on properties and land] issued by \*\*\* and dated \*\*\* remains appended.

The **PURCHASER** shall take upon himself to comply with the charges and provisions, public easements and rights of way and other administrative limitations to the right of ownership mentioned in the appended documents.

He acknowledges that he received from the undersigned *Notaire* [French solicitor] every explanation and clarification in relation with the scope, the area covered and the consequences of such charges, provisions and limitations.

#### **ABSENCE OF PRE-EMPTION RIGHT OF THE LOCAL AUTHORITY**

This *vente en l'état futur d'achèvement* [off-plan sale] does not give rise to the pre-emption right prescribed in sections L \*\*\*-\* and \*\*\*-\*, *Code de l'Urbanisme* [French town planning regulations].

#### **DISCLOSURE OF NATURAL AND TECHNOLOGICAL HAZARDS, GENERAL REGULATIONS**

The provisions of section L \*\*\*-\*, *Code de l'environnement* [French environmental regulations] are set forth literally below:

" I. - The purchasers or lessees of real-estate properties in the areas covered by a plan for the prevention of technological risks or by a plan for the prevention of foreseeable natural disasters, either prescribed or approved, or in the areas of seismicity defined by a decree of the Conseil d'Etat [a French governmental body], are informed by the vendor or the lessor of the existence of the risks indicated by such a plan or decree. For this purpose, a natural and technological risk disclosure statement is written up based on the information made available by the Préfet [Head of the local police authority]. Should the building be put up for sale, the statement is produced under the conditions and according to the methods provided in sections L. \*\*\*-\* and L. \*\*\*-\*, Code de la Construction et de l'Habitation [French building regulations].

II. - In the event of the rental of the building, the natural and technological risk disclosure statement is provided to the new lessee under the conditions and according to the methods provided for in section \*-\*, loi no.\*\*-\*\*\* du \* Juillet \*\*\*\* for the improvement of tenancy relationships and modifying the loi no.\*\*-\*\*\*\* of \*\* December \*\*\*\* [French landlords and tenants regulations].

III. - The Préfet [head of the local police authority] draws up the list of the communes [boroughs] in which the provisions of I and II are applicable and, for each commune [borough] concerned, the list of the risks and documents to be taken into account.

IV. - Where a building was affected by an accident giving rise to the payment of an indemnity in accordance with section L. \*\*\*-\* or section L. \*\*\*-\*, Code des assurances [French insurance regulations], the vendor or lessor of the building is obliged to inform the purchaser or lessee in writing of any accident that has occurred during the period in which he or she has been the owner of the building or of which he or she has been informed, in accordance with these provisions. If the building is sold, such a piece of information is mentioned in the deed of sale.

V. - If the provisions of this section are not respected, the purchaser or the lessee may request that the contract be cancelled or ask the judge for the price to be reduced."

### **PLAN FOR THE PREVENTION OF TECHNOLOGICAL AND NATURAL HAZARDS**

Pursuant to the provisions of section L \*\*\*-\*, Code de l'environnement [French environmental regulations] an *état des risques* [hazard disclosure statement] dated \*\*\* is hereby mentioned and remains attached and appended hereto, the said report stipulates that:

Regarding the situation of the immovable property in connection with a plan de prévention des risques naturels (PPrn) [plan for the prevention of natural hazards]

Regarding the situation of the immovable property in connection with a plan de prévention des risques technologiques (PPrt) [plan for the prevention of technological hazards]

Regarding the situation of the immovable property in connection of the statutory zoning related to earthquake activity:

### **CHARGES AND GENERAL CONDITIONS**

The *vente en l'état futur d'achèvement* [off-plan sale] is made under the customary and legal applicable charges and conditions, and notably, under the following charges and conditions that the **PURCHASER** and the **VENDOR** shall mutually execute and accomplish, namely:

### **I - VENDOR'S OBLIGATIONS**

#### **\*°) Obligation to Complete [the work]**

The **VENDOR** shall carry on with the construction of the building and carry it out within the above agreed deadline and in compliance with the provisions of this agreement, the provisions of the description sheet and the provisions of the plan appended hereto and, generally, in accordance with good workmanship.

Such obligation to complete [the work] includes for the **VENDOR**, the obligation to obtain in due course the *certificat de conformité* [certificate of conformance] prescribed by the law.

#### **\*°) Tolerance**

It is agreed that discrepancies inferior to four (\*) percent of the surfaces areas mentioned in the plans shall be accepted and shall not be grounds for claims.

Such surface areas shall be calculated as a whole for each house and not room by room.

#### **\*°) Deadline for Completion**

The completion deadline is agreed without prejudice to the occurrence of a case of force majeure or any other legitimate grounds for a suspension of the deadline.

With a view to enforcing this clause, grounds for the suspension of the said deadline may be deemed legitimate [provided that they be\*\*\*\* to the following list]: strikes (regardless of whether they are general, specific to the building trade or related industries or suppliers or specific to the businesses operating on the site), adverse weather, administration or compulsory winding-up procedures of the or one of the businesses carrying out the work or their suppliers, administrative or judicial orders to suspend or cease the work (unless such orders arise from an offence or a negligence imputable to the vendor), unrest arising from hostility, revolutions, disasters or accidents on site, delays imputable to statutory undertakers (notably Electricité de France [EDF], water utility companies).

Should a case of force majeure occur or grounds for a legitimate suspension of deadline occur, the agreed deadline for the completion of the work shall be postponed for a duration equal to that of the period during which the event in question will have hindered the progress of the work.

The parties agree to declare that from this very moment the evaluation of the aforementioned events shall be made through a certificate established by the architect in charge of the work, under his own responsibility.

#### **\*°) Definition of the Completion [of the work]**

It is hereby agreed that the completion referred to above shall be construed in accordance with section R.\*\*\*.\*, *Code de la construction et de l'habitation* [French building regulations] as set forth literally herein:

*Section R \*\*\*-\*. "An immovable property sold à terme [handed over at a later time] or en l'état future d'achèvement [off-plan] is deemed to have reached completion pursuant to section \*\*\*\*-\*, Code civil, reproduced in section L.\*\*\*-\* of this code and pursuant to section L.\*\*\*-\*\* of this code, when the constructions and the structural elements that are essential to its use, in accordance with the nature of the immovable property referred to in the agreement are finished. Regarding the assessment of completion, lack of conformance in relation with the provisions of the agreement are taken into account where such a lack of conformance does not have an essential nature, nor defects insofar that they do not render the construction or the aforementioned elements unfit for their use. The recording the completion of the work does not entail by itself an acknowledgment of conformance with the provisions of the agreement, nor a waiver of the purchaser's rights under section \*\*\*\*-\*, Code civil, reproduced in section L \*\*\*-\* of this Code."*

**\*°) Finishing Touches**

The **VENDOR** shall benefit from the customary deadlines that are compatible with the nature of the constructions, the things and the plantations, where appropriate, to complete the parts of the property that are for common use, and in a general manner, to put on the finishing touches to the constructions planned in the property particulars.

He shall carry out such a completion work and put on the finished touches in accordance with good workmanship.

The agreed deadline shall take into account, where appropriate, the fragmented nature of the completion of the overall property.

The **PURCHASER** shall bear, without any compensation, such work.

**\*°) Certificat de conformité [Certificate of Conformance]**

The **VENDOR** shall undertake forthwith to obtain without delay the *certificat de conformité* [certificate of conformance] prescribed by the Law.

On his part, the **PURCHASER** shall refrain from ordering in the property sold after having taken possession thereof, any work that may hinder the issuance of such a certificate.

**\*°) Modification or Complementary Work**

The **PURCHASER** shall refrain from interfering with the construction work that is under the **VENDOR'S** responsibility and asserting his quality of owner [of the place] to give instructions to the architects and the contractors.

Should the **PURCHASER**, after the date of this agreement and before the completion of the work wish that modifications be undertaken on his property or that work be carried out, he shall refer to the **VENDOR** who shall get the *maître d'oeuvre* [project manager] to assess whether the requested modifications are feasible and, where appropriate, as in the case where additional work is requested, shall establish with the agreement of the **PURCHASER** via an additional written preliminary clause the nature of the modifications of the additional work, the cost thereof, the conditions of payment and, where appropriate the bearing of the said work on the aforementioned agreed deadline completion

The **VENDOR** shall give directly to the architects and the contractors the necessary instructions.

The cost of modification and additional work shall not derive from the nature of the purchase price agreed hereinafter, notably in terms of the mode of payment and the *privilèges* [liens] related to the payment thereof.

**\*°) Work Completion Certificate – Entry into Possession – Remise des clefs [Handover]**

The performance of the aforementioned obligation to complete [the work] shall be recorded in accordance with the following conditions.

The **VENDOR** shall give notice to the **PURCHASER** of the work completion certificate in accordance with the above provisions.

The **VENDOR** shall enjoin the **PURCHASER** to record the actuality of such completion via an appointment and accept the **PROPERTIES**.

**Absence of the Purchaser - Certificate Established by the Vendor Alone and Recording the Completion**

Should the purchaser fail to be present on the first notification to attend sent by the vendor he shall be given again a notification to attend and should he fail to be present, or be duly represented, on the date set for such a second notification to attend, the *Procès-verbal* [certificate] recording the condition of the property, shall then be established validly via a *huissier* [bailiff] instructed by the vendor; notice of such a certificate shall be given to the purchaser against whom it may be enforceable. Such a notice shall be construed as the handover of the **PROPERTIES** and the **VENDOR** shall have the right to demand the payment of the balance of the purchase price.

Furthermore, charges related to the **PROPERTIES** regardless of their nature shall fall due on even date thereof.

**Amicable Settlement**

Where the parties agree to record the completion [of the work] in accordance with the above provisions and after the payment of the balance of the purchase price the keys [of the property] shall be handed over to the **PURCHASER** and that shall be construed as the handover and the entry into possession.

The certificate shall record any observations, reservations, disagreements, [and] the handing over of the keys and the payment of the balance of the price.

Should the **PURCHASER** require it, the completion and the handover certificate may, at his expense, be filed with the undersigned *Notaire* as a *minute* [original copy].

The **PURCHASER** shall only take possession of the **PROPERTIES** sold insofar that he has paid to the **VENDOR** before then:

- the full price of this sale;
- and furthermore, where appropriate, any due late [payment] penalty, in accordance with the above stipulations, and the invoices related to the modification or additional work requested by the **PURCHASER**, if any.

**Disagreement Between the Parties**

Should the parties disagree to record the completion [of the work] in accordance with the above provisions, either because one of them question the actuality of the completion, or the absence of any attempt to reach an amicable settlement in accordance with the above provisions, and if the claiming party choose

to pursue such a course of action, the said party shall record through an ad hoc competent person appointed by the court, the condition of the immovable property sold, and more precisely, whether it complies with the terms prescribed by section R. \*\*\*-\*, *Code de la construction et de l'habitation* [French building regulations] that is reproduced above. The implementation of such a procedure shall not hinder the above provisions should the **PURCHASER** fail to comply with the first notification to attend the handover, notably with respect to the due payment of the balance of the price and the payment of the charges.

For that purpose, the claiming party shall, via a request to *Monsieur le Président* [chief judge] of the competent *Tribunal de Grande Instance* [civil high court], require that the competent person be appointed in accordance with section R. \*\*\*-\*, *Code de la construction et de l'habitation* [French building regulations] with a view to proceeding with the recording operations and, where appropriate, to establishing the declaration thereof before the undersigned *Notaire* [French solicitor] who shall notarize it.

With such a declaration, the recording of [the] completion [of the work] shall be complete.

Notice of the copy of the deed recording the [completion] record shall be given by the claiming party, via a *lettre recommandée avec demande d'avis de réception* [French recorded signed for mail] to the other party; moreover, pursuant to section R. \*\*\*-\*, *Code de la construction et de l'habitation* [French building regulations] such a notice shall be construed as the handover of the interests in land sold. The costs and fees of the competent person shall be born by the **VENDOR** where it is recorded that the immovable property is not complete, and otherwise by the **PURCHASER**.

Where appropriate, the **PURCHASER** shall also bear the costs of the deed recording the completion or the declaration.

#### **CAPACITY GRANTED TO THE VENDOR WITH A VIEW TO CARRYING OUT THE WORK**

In consideration for the obligations contractually assumed by the **VENDOR** and in order to provide him with the means [required] to meet his undertakings, it is agreed as follows:

##### **a) The Vendor shall retain his capacity of "maître de l'ouvrage" [client of the contractors]**

The **VENDOR** shall retain, notwithstanding this sale, his capacity as "*maître de l'ouvrage*" [client] with respect to the architects, contractors and other engineers and with respect to any public authority or services provided and in a general manner with respect to any third party.

Accordingly, only the **VENDOR** shall have the capacity to give the instructions required to carry out the work and to record the completion of the corresponding constructions.

However, the **VENDOR** shall refrain from asserting his capacity and taking advantage of such a situation to order some modifications of the plans without the preliminary written agreement of the **PURCHASER**, save where such modifications are laid down by a public authority or technically required by the *maître d'oeuvre* [project manager].

**b) Capacity to sign the covenants required with a view to building the properties sold and securing their habitability**

**A** - The **PURCHASER** appoints the **VENDOR** as his exclusive agent in order to proceed with the covenants that are essential to the construction of the **PROPERTIES** referred to herein and notably the signing of any covenant related to neighbourhood relationships, yards in common use and the signing of any agreement related to *mitoyenneté* [joint ownership], *héberge* [party-wall ownership], *prospect* [minimal legal distance between different buildings], *servitudes* [rights of way and easements] or any other relevant issues. The above list being indicative and not limitative.

**B** - Furthermore, the **PURCHASER** vests in the **VENDOR**, in a general manner, powers to sign any *acte de disposition* [deed in relation the alienation of a part of the property] related to the fractions of the property in common use and that may be required to:

- comply with town planning regulations;
- comply with prescriptions related to the planning permission;
- ensure that the entire site benefits from connections to public roads, utility networks and public services.

And any powers required in order to apply for any type of additional planning permission with a view to obtaining conformance.

**C** - Any powers related to the acquisition of *mitoyenneté* [interests in joint ownership], *vues* [outlook issues], rights of way, land and in a general manner in relation with any purchase regardless of the form or the purpose thereof that may be necessary or useful to either complete the overall project or its connection to public services shall be vested in the **VENDOR** by the **PURCHASER**.

**D** - Furthermore, only the **VENDOR** shall have the capacity to sign with *électricité de France* [EDF], water utility companies and any statutory undertaker, the covenants that may be necessary to equip and connect the house and notably to grant any easement.

**E** - The powers arising from this section are vested in the **VENDOR** in the interest of the different purchasers and in consideration for the undertakings contractually assumed in relation to each one of them by the **VENDOR**. Accordingly, such powers shall be deemed irrevocable and shall remain valid until the day of issuance of the *certificat de conformité* [conformance certificate] related to the overall project. Such powers shall remain valid in case of a cession by the **PURCHASER** and in case of an inter vivos or compulsory transfer or a transfer for cause of death.

**F** - The **VENDOR** shall be accountable before his principals and notably before the **PURCHASER** in accordance with section \*\*\*\*, Code civil. However, it is expressly agreed that the sums that may be paid to third parties, notably in consideration for the purchase of easements, of land or of a *soulte d'échange* [balancing payments] under the covenants signed by the **VENDOR** shall be borne by him, without any increase in price of this sale and without any possible compensation paid out of monies that the **VENDOR**, in his capacity of agent, may be liable to pay to the **PURCHASER**.



## II - PURCHASER'S OBLIGATIONS

\*°/ The **PURCHASER** shall comply with the provisions set forth in the *cahier des charges* [specifications] of the housing estate applicable to the property referred to herein.

The **PURCHASER** declares that he has full knowledge of the documents related to the said estate housing and that he is aware of the fact that he shall bear his share of the charges as from the date when the **PROPERTIES** sold to him are handed over to him.

Via this purchase, the **PURCHASER** becomes an outright member of the *Association Syndicale* [commonhold association] of the said housing estate as it is stipulated hereinafter.

\*°/ The **PURCHASER** shall bear any *passive* [borne by his property], legal or covenanted, notorious, continuous or discontinuous easement that may burden the **PROPERTIES** sold, without prejudice to his claims and the benefits he may reap from *active* [borne by another property] easements.

Regarding such matters the **VENDOR'S** representative declares that the **VENDOR** did not personally create or allow the acquisition of any easement related to the said property and that to his knowledge there is no easement granted by the previous owners, such declaration being regardless of the easements that may arise from the natural situation of the premises, the law, the titles to property, the *règlement* [commonhold community statement] and/or the *cahier des charges* [specifications] and from the provisions set forth therein.

\*°/ The **PURCHASER** shall pay, as from the day the **PROPERTIES** hereby sold are handed over to him, the maintenance charges, the levy and tax regardless of their nature to which such **PROPERTIES** will be liable a\*\*\*\* with any subscription to any [utility] network including water and electricity supply.

## SPECIFIC CHARGES AND CONDITIONS

### GARANTIE EXTRINSÈQUE D'ACHÈVEMENT [COMPLETION GUARANTEED BY A THIRD PARTY]

The **VENDOR** insists that the pursuant to section L. \*\*\*-\*\*, *Code de la construction et de l'habitation* [French building regulations] the validity of an agreement related to a *vente en l'état futur d'achèvement* [off-plan sale] relies on the condition that the completion of the building sold be guaranteed or that the sums paid by the **PURCHASER** be refunded in the case of a rescission based on non-completion [of the property].

In connection therewith the **PURCHASER** is hereby informed of the following sections of the *Code de la construction et de l'habitation* [French building regulations]:

#### Section R \*\*\*-\*\*:

*"The completion warranty of the immovable property arise either from the conditions of the operation itself, or from the intervention, in accordance with the conditions stipulated hereinafter, of a bank, a financial institution authorized to offer loans related to real property, an insurance company duly authorized or a building society incorporated in accordance with the provisions of the loi modifiée du \*\* mars*

\*\*\*\* [French lending regulations] purporting to offer loans to small and middle-sized businesses and small and middle-sized industrial units.

The money back warranty is granted by one of the organisations mentioned in the foregoing paragraph."

**Section R \*\*\*-\*\*:**

"Completion warranty granted by the organisations mentioned in section R \*\*\*-\*\* shall have the form of:

a) - Either a credit line whereby the grantor undertakes to pay in advance to the vendor or to pay directly the sums necessary to the completion of the immovable property.

Such a covenant shall stipulate for the benefit of the purchaser or the sub-purchaser his right to enforce it;

b) Or of a convention de cautionnement [secured covenant] under which the guarantor and the vendor jointly and severally undertake for the benefit of the purchaser to pay the sums necessary to the completion of the immovable property.

Payments made by the organisations as guarantors in accordance with the above a) and b) are deemed to be made in the interest of creditors as a whole."

**Section R \*\*\*-\*\***

"A completion or money back warranty remains valid up until the completion of the building. Such completion results from either the authorized declaration by an ad hoc person stipulated in section R \*\*\*-\*, Code de l'urbanisme [French town planning regulations], or the approval of a person appointed in accordance with the conditions stipulated in section R \*\*\*-\*."

The completion warranty, in conformance with the décret n° \*\*-\*\*\*\* du \*\* décembre \*\*\*\* [French town planning regulations] was issued to the said Company by \*\*\*

An original copy of that warranty agreement is included in the aforesaid list of documents.

**GARANTIE DES DEFAUTS DE CONFORMITE ET DES VICES  
[DEFECT AND CONFORMANCE WARRANTY]**

**\*o) Garantie des vices apparents [Visible Defect Warranty]**

In accordance with the conditions stipulated in section \*\*\*\*-\*, Code civil, the **VENDOR** may not be exempted from the *garantie des vices apparents* [Visible Defect Warranty].

The **VENDOR** may not be exempted thereof before the *réception des travaux* [final certificate] nor before the end of a one month period after the **PURCHASER** has taken possession [of the property].

Claims shall be filed, on pain of foreclosure, within the year that follows the date on which the Vendor may be exempted as to what regards visible defects.

**\*o) Garantie des vices apparents [Latent Defect Warranty]**

**a) Garantie décennale [Decennial Warranty/NHBC Warranty in the UK]**

The **VENDOR** shall remain liable in relation with damage under the conditions stipulated in section \*\*\*\*-\*, Code civil, literally reproduced herein:

Section \*\*\*\*-\*: "The seller of a building to be erected is liable, from the approval of the work, for the obligations for which the architects, contractors and

other persons bound towards the building owner by a contract of hiring of industry and services are themselves liable under Articles \*\*\*\*, \*\*\*\*-\*, \*\*\*\*-\* and \*\*\*\*-\* of this Code. Those warranties benefit the successive owners of the building. There may be no occasion for avoidance of the sale or diminution in price where the seller binds himself to repair the damages specified in Articles \*\*\*\*, \*\*\*\*-\* and \*\*\*\*-\* of this Code and to take upon himself the warranty provided for in Article \*\*\*\*-\*.

Such sections \*\*\*\*, \*\*\*\*-\* and \*\*\*\*-\* are herein literally reproduced:

Section \*\*\*\*: " Any builder of a work is liable as of right, towards the building owner or purchaser, for damages, even resulting from a defect of the ground, which imperil the strength of the building or which, affecting it in one of its constituent parts or one of its elements of equipment, render it unsuitable for its purposes. Such liability does not take place where the builder proves that the damages were occasioned by an extraneous event."

Section \*\*\*\*-: "Are deemed builders of the work:

\*° Any architect, contractor, technician or other person bound to the building owner by a contract of hire of work;

\*° Any person who sells, after completion, a work which he built or had built;

\*° Any person who, although acting in the capacity of agent for the building owner, performs duties similar to those of a hirer out of work.

Section \*\*\*\*-: "The presumption of liability established by Article \*\*\*\* also extends to damages affecting the strength of the elements of equipment of a "work" (Ord. no \*\*\*\*-\*\*\* of \* June \*\*\*\*), but only where the latter are an indissociable and integral part of the works of development, foundation, ossature, close or cover. An element of equipment is deemed to be an indissociable part of one of the works "of development, foundation, ossature, close or cover" (Ord. no \*\*\*\*-\*\*\* of \* June \*\*\*\*) where the demounting, disassembling or replacing thereof cannot be effected without deterioration or removal of material from that work."

Under the provisions of section \*\*\*\*, Code civil: "Any natural or juridical person who may be liable under Articles \*\*\*\* to \*\*\*\*-\* of this Code is discharged from the liabilities and warranties by which they are weighed down in application of Articles \*\*\*\* to \*\*\*\*-\*, after ten years from the approval of the works or, in application of Article \*\*\*\*-\*, on the expiry of the period referred to in this Article."

**b) Garantie biennale de bon fonctionnement [biennial warranty on smaller equipment]**

Section \*\*\*\*-: "Other elements of equipment of a "work" (Ord. no \*\*\*\*-\*\*\* of \* June \*\*\*\*), are the subject of a warranty of good running for a minimum period of two years "as from its approval"."

**c) Commencing Date of the Warranties**

The **VENDOR** shall give notice to the **PURCHASER** of the date of the *réception des bâtiments* [completion of the constructions].

**\*°) Garantie de parfait achèvement [perfect completion warranty]**

The parties are remembered that in accordance with section \*\*\*\*-\*, Code civil, contractors shall guarantee to the *Maître de l'ouvrage* [their client] to repair any defect that will be declared by the latter for a period of one year commencing on the date of the *réception des travaux* [final certificate].

With a view to granting the **VENDOR** possibility to enforce such a warranty, the **PURCHASER** shall irrevocably grant him and the corresponding contractors any means [necessary] to enter the sold premises.

**\*°) Garantie d'isolation phonique [sound proofing warranty]**

Pursuant to section L \*\*\*.\*\*, *Code de la constructoin et de l'habitation* [French building regulations], the **VENDOR** shall guarantee to the first occupier of the sold dwelling that the insulation thereof complies with the minimum applicable requirements. This warranty shall remain valid one (\*) year after the entry into possession of the first occupier. In such matters, the aforementioned certificate shall be construed as the commencing date of the warranty period.

**\*°) Precedence of these Warranties over Ordinary Sale regulations**

It is expressly agreed that the latent and visible defect warranty stipulated above shall take precedence over that of ordinary sale regulations pursuant to the sections of the Code civil other than the sections mentioned above.

**\*°) Garantie des défauts de conformité [lack of conformance warranty]**

It is agreed that the vendor's company shall be informed within a period of one month commencing on the date of handover, on pain of forfeiture of the **PURCHASER'S** rights and remedies in such matters, of a lack of conformance in relation with the specifications in the property particulars and on the plans.

**\*°) Compulsory Insurance Covers**

In accordance with section L \*\*\*-\*, *Code des assurances* [French insurance regulations], the **VENDOR** declares that he has taken out an insurance policy in relation with damage and a liability cover with: \*\*\*\*\*

He declares that he has paid the required provisional premium in full in accordance with the *quittance de prime* [premium payment receipt] appended to the aforementioned list of documents and undertakes to pay the additional premium that may fall due at the end of the work. A copy of the general and specific conditions of that insurance policy is appended to the aforementioned list of documents.

The **PURCHASER** is hereby informed that in case of damage, some obligations shall be incumbent upon him, notably that of reporting the damage within a short period of time, and that failure to comply with such obligations may entail the forfeiture of such warranties.

The **VENDOR** who, as it is prescribed by the law, shall retain his capacity of *Maître de l'ouvrage* [client of the contractors] shall have to:

- declare to the insurance company the handover of the immovable property;
- send within a month from the *achèvement des travaux* [final certificate] to the insurance company a technical information file including the plan and *devis descriptif* [description of work];
- declare any new element that may have a bearing on the basis on which this agreement was established;
- and declare to the insurance company any cessation of work.

Where the insured immovable property is alienated the **PURCHASER** shall give notice to the insurance company of the name and address of the new owner, such obligation being incumbent on the successive owners upon alienations occurring during the ten year period commencing with the *réception* [final certificate].

**DOSSIER D'INTERVENTION ULTERIEURE SUR L'OUVRAGE**  
**[MAINTENANCE FACT FILE]**

With a view to enforcing section R \*\*\_.\*\*, *Code du travail* [French work regulations], the **VENDOR** declares that the house referred to in this agreement is built within an operation of construction to which the *loi \*\*\_\*\*\*\* du \*\* Décembre \*\*\*\** [French work regulation] is applicable.

Accordingly, a *dossier d'intervention ultérieure sur l'ouvrage* [maintenance fact file] in accordance with section L \*\*\_.\*\*, *Code du travail* [French work regulations] shall be handed over by the *coordinateur* [project manager] to the **VENDOR** upon the *réception des travaux* [final certificate]. A copy of thereof shall be filed as an original copy with the *Office Notarial* [solicitor's office] referred to at the beginning of this agreement and another copy shall be handed over by the **VENDOR** to the **PURCHASER**.

**INSURANCE POLICIES - FIRE AND SUNDRY HAZARDS**

\*°) The **VENDOR** shall insure the immovable property against fire up until the handover.

\*°) In case of total or partial fire damage of the immovable property referred to this agreement before the **PURCHASER** has paid the price in full, the **VENDOR** shall, in relation with the compensation granted by the Insurance company, benefit from the rights granted to lien and mortgage holders pursuant to the *loi du \*\* juillet \*\*\*\** [French insurance regulations].

Insofar that it is appropriate, out of such a compensation, the **PURCHASER** shall give up and transfer to the **VENDOR** who accepts the same a sum equivalent to the then balance of the price of this sale inclusive of the principal, the interests, the costs and the other expenses and give him anteriority and priority over himself and any future assignee [and in a manner that] the **VENDOR** be granted and receive such a sum directly via a simple receipt and without the assistance or the presence of the **PURCHASER**.

A notice of this agreement that shall be enforceable with respect of the payment of such compensation shall be given to the relevant Insurance company by the **VENDOR** and at the **PURCHASER**'s expense.

**TEMPORARY TAXE FONCIERE [LAND TAX] EXEMPTION**

In order to benefit from a temporary *taxe fonciere sur les propriétés bâties* [land tax on buildings] exemption, the **PURCHASER** shall file a declaration within ninety days of the completion of the constructions with the competent *Centre des Impôts* [department of the French inland revenue], such an exemption may not be granted otherwise. Moreover, it is stipulated that the **PURCHASER** shall take upon himself to obtain and file such declaration forms with the competent departments of the *centre des Impôts* [department of the French inland revenue], the **VENDOR** having no liability therefor.

It is noted that the *Commune* [borough] may decide to suppress the exemption related to its share of the *taxe foncière* [land tax].

**OCCUPANCY OF THE PROPERTIES**

The use of the sold **PROPERTIES** shall be residential.

Where, after the obtaining of the required administrative consent, the **PURCHASER** modifies such occupancy, he shall bear every tax, levy, penalty and

fee that may fall due as a consequence of such a modification, without any remedy against the **VENDOR**.

**STIPULATIONS RELATED TO STAGE PAYMENTS:**

Regarding the payable *fractions du prix stipulé payable à terme* [stage payments] the **VENDOR** shall give notice to the **PURCHASER** of the different stages of the work progress. Every stage payment shall be paid within fifteen day from the issuance of the corresponding notice.

The *fractions du prix stipulées à terme* [parts of the price payable in stages] shall not bear any interest until then.

However, should they not be paid when they fall due, interests shall accrue therefrom as from that moment for late payment at a rate of one percent (\*%) per month, determined on a pro rata temporis basis, without notice and without that the reception of such interest be construed as a moratorium granted by the **VENDOR**.

Furthermore, the **VENDOR** shall have the right to demand compensation for the actual loss incurred.

It is stipulated that such sums are indivisible. Accordingly, should the **PURCHASER** decease before the price is fully discharged, his heirs and representatives shall be jointly and severally liable for the payment thereof and of the costs of the procedure prescribed under section \*\*\*, Code civil.

It is stipulated that the last payment of the balance of the price shall be made via a "cashier's cheque" or a certified cheque.

**SECTION L \*\*\*-\* ET SEQ. , CODE DE LA CONSOMMATION**  
**[FRENCH CONSUMER REGULATIONS]**

The **PURCHASER** declares that he has been granted with a view to financing the part [of the price] payable at a later date a loan amounting to \*\*\*\* EUROS (\*\*\*\*,\*\*\* EUR) by \*\*\*\* according to the instrument filed this very day with this original copy.

The **PURCHASER** declares that no further loan application on his part is required to finance his purchase.

The overall purchase price being financed out of the **PURCHASER'S** money and the aforementioned loan that is already granted, this *vente en état futur d'achèvement* [off-plan sale] is not subject to the condition precedent that any loan whatsoever be granted.

**SUNDRY PROVISIONS**

**HOUSING ESTATE WHERE THE PROPERTY IS LOCATED**

In accordance with the above statement, the parcel referred to herein is part of a housing estate named "\*\*\*\*\*" [and] forms the lot number ONE (\*) thereof.

The vendor declares and the purchaser [declares] having full knowledge that: the said housing estate comprises of parcels registered under the same section and *lieudit* [locality]:

\*\*\*\*

That the said housing estate comprising of FIFTEEN lots as building plots to develop in two phases, was authorized via a local authority order issued to the company \*\*\*\* hereinafter mentioned by the *ville* [borough] of \*\*\*\* dated \*\*th December \*\*\*\*, n° \*\*\*\*.

That the benefit of this housing estate related order was transferred to the company \*\*\*\*, previous owner, via a local authority order [issued by] the *Mairie* [town hall] of \*\*\*\*, dated \*\*th May \*\*\*\*, n° \*\*\*\*.

That the original local authority order was filed as an original copy with *Me* [title given to French solicitors] PIERRE \*\*\*\*, *notaire* [French solicitor] in \*\*\*\*, on \*\*th October \*\*\*\*, filed with the *er bureau des hypothèques* [department of the French inland revenue] of \*\*\*\*, \*\*\*\*, on \*\*th October \*\*\*\*, volume \*\*\*\*.

That the local authority order of transfer was filed as an original copy with *Me* [title given to French solicitors] Pierre \*\*\*\*, *notaire* [French solicitor] in \*\*\*\* on \*\*th July \*\*\*.

That the complete set of documents and plans approved by the local authority was filed as an original copy with *Me* [title given to French solicitors] Pierre \*\*\*\*, *notaire* [French solicitor] in \*\*\*\* on \*\*th May \*\*\*\*.

That the order for modifications, related to the suppression of an access to the north and that the diminution of the surface area of some lots pending the partial realignment of the DC\*\* [a road maintained by the local council] was issued by the *mairie* [town hall] of \*\*\*\*, on \*\*th June \*\*\*\*. Such order for modifications and every appended document were filed as original copies with *Maître* [title given to

French solicitors] Pierre \*\*\*\* *notaire* [French solicitor] in \*\*\*\* on the \*\*th January \*\*\*\*.

Section \* thereof stipulates that: "*However, the claimant shall bear in mind the fact that in accordance with the view of the aforesaid Direction Départementale des Services d'Incendie et de Secours [emergency department of the local council] it appears that the northeastern part [of the housing estate] is situated in an area deemed at a risque majeur [major risk] of fire and that accordingly applications for planning permission related to the lots located therein may fall within the scope of the provisions of section R -\*\*\*-\*, Code de l'urbanisme [French town planning regulations].*"

That the *mairie* [town hall] of \*\*\*\* has stipulated that lots \* to \*\* are, partially, located in an area where there is a major risk.

That the original order is dated \*\*th December \*\*\* ie more than \*\*\*\* years ago.

However, since the housing estate was the subject of two reviews filed by the *mairie* [town hall] of \*\*\*\* and the *Préfet* [head of the local police authority] of the \*\*\*\* that were ruled out as groundless,

Pursuant to the legal precedent of the *arrêt du Conseil d'Etat "\*\*\*\*\*"* [court ruling] dated \*\*th June \*\*\*\* the periods of validity were fully restored,

Regarding the review filed by the *mairie* [town hall] following the *arrêt de la Cour Administrative d'Appel de \*\*\*\** [court ruling] dated \*\*th June \*\*\*\*.

And regarding the review filed by the *Préfet* [head of the local police authority] after the case was dropped before the *tribunal administratif de \*\*\*\** [local tribunal] date \*\*th April \*\*\*\*.

### CONFORMANCE OF THE HOUSING ESTATE

The conformance of the housing estate was obtained *tacitement* [tacitly] by the company \*\*\*\* on \*\*th September \*\*\*\*, as a result of the filing as an original copy with *Me* [title given to French solicitors] *notaire* [French solicitor] in \*\*\*\*, on \*rd December \*\*\*\* and of the planning permission granted in relation with lot \*\*\*\* of the housing estate.

Are hereby mentioned remaining appended hereto:

- A full copy of the *REGLEMENT* [commonhold community statement] applicable to the housing estate.
- A full copy of the *CAHIER DES CHARGES* [specifications] of the housing estate.
- A full copy of the *REGLEMENT DE POLICE* [local authority regulations] applicable to the housing estate.
- A copy of the *statuts* [memorandum and articles of association] of the *association syndicale libre* [the commonhold association] of the housing estate.

This is acknowledged by the **PURCHASER** who undertakes to abide by every provision under the conditions of the said documents.

### ASSOCIATION SYNDICALE [COMMONHOLD ASSOCIATION]

The vendor declares that the person appointed to manage the *association syndicale* [commonhold association] is \*\*\*\*\*

The **PURCHASER** acknowledges that he has been made fully aware that pursuant to this acquisition, he becomes a member of the *association syndicale* [commonhold association] of the housing estate.

### TITLES TO PROPERTY

The properties and the interests in land referred to herein be\*\*\*\*\*s to the company named "\*\*\*\*\*", vendor under this agreement, namely:

- the buildings, as a consequence of their construction undertaken without that any interest be granted to the architects, contractors or workers.
- and the land after it was purchased from:

The company name "\*\*\*\*\*", *société en nom collectif* [general partnership] with a capital of \*\*\*\* euros and whose head office is in \*\*\*\* (\*\*\*\*) \*\*\*\*, registered at the *Registre du Commerce et des Sociétés* [companies house] of \*\*\*\* under the registration number \*\*\*\*.

In accordance with a deed established by *Me* [title given to French solicitors] Pierre \*\*\*\*, *notaire* [French solicitor], in \*\*\*\*, on \*\*th January \*\*\*\* a copy of which was registered on \*\*\*\*\*.

### PREVIOUS TITLES TO PROPERTY

The grounds be\*\*\*\*\*ed to the aforementioned *SCI* [French property holding company] \*\*\*\*, as a result of a contribution made by the company \*\*\*\* and Mme \*\*\*\*, spouse of \*\*\*\* of the parcels located in \*\*\*\* (\*\*\*\*), quartier de l'\*\*\*\*, lieu-dit "Haute \*\*\*\*" registered under section A, n° \*\*\*\* with [a surface area of] \*\*ha \*\*a \*\*ca.



Following a land survey established by Monsieur \*\*\*\*\*, *géomètre expert* [chartered surveyor] in \*\*\*\* (\*\*\*\*) on \*\*th July \*\*\*\*, the set of parcels was gathered under the parcel registered section A n° \*\*\*\* with [a surface area of] \*ha \*\*a \*\*ca.

Following the same land survey, the parcel registered under section A, n° \*\*\*\* was sub-divided in two, namely:

\*°- parcel section A, n° \*\*\*\* with [a surface area of] \*ha \*\*a \*\*ca (a contribution of the SCI [French property holding company] \*\*\*\* II)

\*°- parcel section A, n° \*\*\*\* with [a surface area of] \*ha \*\*a \*\*ca, that accounts mostly for the grounds of the housing estate « \*\*\*\* »

A copy of the deed recording the contribution was filed with the *er Bureau des Hypothèques* [department of the French inland revenue] of \*\*\*\* on \*\*st May \*\*\*\*, volume \*\*\*\* p, N° \*\*\*\*.

The land survey documents were filed in the same *bureau des hypothèques* [department of the French inland revenue] on \*\*th July \*\*\*\*, volume \*\*\*\*, N° \*\*\*\*.

\* - The company \*\*\*\*, SARL [limited company] with a capital of \*\*\*\*\*, \*\* F, whose head office is in \*\*\*\* (\*\*\*\*), \*\*\*\*, (that made the contribution of the immovable property to the company \*\*\*\*) was granted on \*\*th December \*\*\*\*, a planning permission related to the housing estate issued under reference \*\*\* \*\* by the *Mairie* [town hall] of

\*\*\*\* regarding \*\* lots to be developed in two phases on the parcels registered under section \*\*\*\* and \*\*\*\*.

\* - Pursuant to an *arrêté municipal* [local authority order] issued by the *ville* [borough] of \*\*\*\* to the \*\*\*\* company, dated \*\*th May \*\*\*\*, planning permission to parcel up the land was transferred to the \*\*\*\* company.

Such order was filed as an original copy with *Me* [title given to French solicitors] Pierre \*\*\*\*, *notaire* [French solicitor] in \*\*\*\* on \*\*th July \*\*\*\*.

The *SCI* [French property holding company] \*\*\*\* was re-incorporated as a *Société en nom collectif* [general partnership].

### **PRECEDING PREVIOUS TITLES TO PROPERTY**

The parties having declared that if need be they would refer to the titles to property mentioned in the aforesaid deeds, no further previous titles to property were established.

### **ABOUT EASEMENTS**

**Pursuant to the vendor's titles to property the following easement reminder is stated:**

*As a whole the housing estate "\*\*\*\*\*" is burdened by the following easements:*

\*°) Pursuant to a deed established before *Me* [title given to French solicitors] Bruno \*\*\*\*, *notaire* [French solicitor] in \*\*\*\*, on \*th June \*\*\*\* the following easement was granted:

*"Monsieur \*\*\*\* hereby grants as a real and perpetual easement for the benefit of Messieurs \*\*\*\*, herein referred to as vendors, a right of way without any limitation for any person, any vehicle and any underground or aerial conduit, at any time all the time, on the existing path."*

*"It is agreed that, should building or parceling operations be authorized on the parcels to which the easement is granted, the width of the path shall comply with*

*the administrative regulations that will then be in force and the costs thereof shall be borne by the claimant"*

*"Every cost related to the reparation and the maintenance of the said path shall be borne by the users, with the exception of the vendors, who shall only bear such costs if there is a change in the nature of the occupancy of the parcels that benefit from the easement."*

*"Such hereby granted easement shall burden the servient plot comprising of the parcels registered under number \*\*\* and \*\*\*, hereby purchased by Monsieur \*\*\*, and benefit to the dominant plot be\*\*\*\*ing to messieurs \*\*\*\*, herein referred to as vendors, in accordance with the section "Origine de propriété"[titles to property], registered as section A, number \*\*\*, with a surface area of twelve hectares seventy-two [ares?] forty centiares and [section?] A number \*\*\* with a surface area of one hectare seventy-four ares fifty centiares."*

*It is hereby stipulated that the path referred to above is the fire road created with a view to protecting the forest.*

*\*°) In accordance with a deed established before Me [title given to French solicitors] Pierre \*\*\*\*, notaire [French solicitor], in \*\*\*\*, on \*\*th June \*\*\*\* the following easements were granted:*

*« \*°) BILATERAL EASEMENTS*

*"Networks related to drinking water, sewage, rainwater, electricity, telephone, communication wires, etc... pertaining to the two estates are mostly shared, accordingly a shared bilateral easement is hereby granted."*

*"Servient and dominant plots:*

*a) Plots be\*\*\*\*ing to the company \*\*\*\*: located in \*\*\*\* (\*\*\*\*), registered as section A, lieu-dit "Haute \*\*\*\*"*

*\*\*\*\**

*« \*°) EASEMENT:*

*"The estate housing "Les Hauts \*\*\*\* de l'\*\*\*\*", property of the company \*\*\*\* benefits from a access to the route départemental \*\*\*\* [road maintained by the local council].*

*"That path is registered as commune [borough] of \*\*\*\*, section A, n° \*\*\*\* with [a surface area of] \*\*a \*\*ca.*

*"The company \*\*\*\* II shall have an access to the chemin forestier pour la préservation de la forêt contre les incendies [fire road protecting the forest] and may be administratively compelled to use the same access in its future development project. «*

*"As a consequence the company \*\*\*\* grants to the company \*\*\*\* II a right-of-way for pedestrians and any vehicle at any time without limitation on the said entrance [way] in order to provide:*

*a) access to the forest path*

*b) access to every future development (housing estates, planning permission, permis de construire valant division [planning permission related to the development of a property to be sub-divided at a later time] etc... ) on the part of the path necessary for the access to such developments."*

"Serviant land:

Path registered as commune [borough] of \*\*\*\* (\*\*\*\*), section A, n° \*\*\*\* with [a surface area of] \*\*a \*\*ca.

"Dominant land:

Plot registered as commune [borough] of \*\*\*\* (\*\*\*\*), section A, lieu-dit "\*\*\*\* [l'\*\*\*\* ?]", n°\*\*\*\* with [a surface area of] \*ha \*\*a \*\*ca"

The purchaser shall be subrogated in any right and duty that may arise for the vendor from the said easements.

### **INFORMATION OF THE PURCHASER**

For full information, the following content of the purchase deed of the vendor is hereinafter reproduced:

### **CROSSROAD DEVELOPMENT**

The \*\*\*\* Conseil Général [local council] plans to develop a crossroad at the entrance of the housing estate.

Beforehand and in accordance with the provisions of the arrêté de lotissement [order pertaining to the housing estate] dated \*\*th December \*\*\*\*, the land necessary to carry out the work shall be transferred gratuitement [gratuitously].

The **PURCHASER** déclare that he is fully aware of such a cession gratuite [gratuitous transfer].

Regarding the costs of the work charged to the developer, they shall be born by the **VENDOR**.

With a view to carrying out the cession gratuite [gratuitous transfer] of land to the \*\*\*\* Conseil Général [local council] and re-aligning part of the route départementale \*\* [road maintained by the local council], the company \*\*\*\* has purchased, according to a deed established before Me [title given to French solicitors] Pierre \*\*\*\*, notaire [French solicitor] in \*\*\*\*, dated \*th April \*\*\*\*, the parcels of land located below the housing estate, namely: section A, N° \*\*\*\* with [a surface area of] \*\*a \*\*ca, N° \*\*\*\* with [a surface area of] \*a \*\*ca, N° \*\*\*\* with [a surface area of] \*\*ca, N° \*\*\*\* with [a surface area of] \*a \*\*ca and N° \*\*\*\* with [a surface area of] \*a \*\*ca., in consideration for a price of \*\*.\*\*\* F via cash payment.

A copy of that deed was filed with the <sup>er</sup>bureau des Hypothèques [department of the French inland revenue] of \*\*\*\*, on \*\*th April \*\*\*\*, volume \*\*P, N°\*\*\*\*.

### **ENTRANCE GATE - TENNIS COURT**

**THE VENDOR** grants full permission to the **PURCHASER** to file applications for work ou planning permission, at his exclusive expense, in order to:

- Build a housing estate entrance gate with letterboxes and a utility room for refuse collection,
- [create] a tennis court, in the green area, currently registered as section A, N° \*\*\*\* with [a surface area of] \*.\*\*\* m\*

The costs pertaining to such work shall remain entirely at the **PURCHASER'S** expense.

Upon work completion the property shall automatically be transferred to the *syndicat des co-lotis* [commonhold association] and every maintenance charges shall be borne by that *syndicat*.

### **DECLARATIONS**

#### **\*° - Capacity**

##### **The representative of the vendor declares:**

- that [the vendor] was not subjected to any *action en nullité* [action for annulment] and any of the actions related to the cases of early dissolution mentioned in sections \*\*\*\*\*\_\* and \*\*\*\*-\*, Code civil;
- that [the vendor] is not and never was in a situation of *redressement* [administration] or *liquidation judiciaire* [compulsory winding up] or *cessation de paiement* [insolvency];
- that [the vendor] is not likely to be subjected to any action that may result in the seizure or the sequestration of his properties.

#### **\*° - About the PROPERTIES**

##### **The VENDOR declares:**

- that the sold **PROPERTIES** are not subjected to any valid pre-emption right and any action related to rescission, annulment, requisitioning or expropriation;
- that the said **PROPERTIES** are not burdened by any conventional or judicial or legal mortgage, any special interest in land and seizure arising whether from the initiative of the VENDOR or the previous owners.

#### **COSTS**

The **PURCHASER** shall bear every cost, duty and fee of this agreement, including where appropriate the cost of the enforceable copy issued to the **VENDOR** and, if any, to the *prêteur de deniers* [lender].

#### **ADDRESS FOR SERVICE - LAND REGISTRATION**

With a view to ensuring the validity of the future [land] registration in accordance with this agreement, the address [for service] shall be that of the undersigned *notaire* [French solicitor].

#### **POWERS RELATED TO LAND REGISTRATION**

With a view to carrying out the land registration procedures, the parties, acting in a common interest, vest every necessary power in one of the legal assistant of the *Office Notarial* [solicitor's office] named at the beginning of this agreement, in order to apply for and sign any additional deed, rectifying or modifying this agreement so as to this agreement tallies with the documents pertaining to mortgage, land registration and *état civil* [civil status/GRO certificates].

#### **ENTIRE AGREEMENT**

The parties confirm that this agreement stipulates the entire agreed price. They acknowledge that they have been informed by the undersigned *Notaire* [French solicitor] of the incurred penalties if such a confirmation is not accurate.

And the undersigned *Notaire* [French solicitor] asserts that to his knowledge this agreement is not at variance with or modified by any counterdeed including an increase of the price.

**DEED COMPRISING OF \*\*\*\*\* PAGES**

**Including**

- agreed cross reference
- struck out blank space
- crossed out blank space:
- void line
- crossed out figure:
- void word:

**Signatures**

Established and signed at the aforementioned place, on the aforementioned day, month and year.

After the reading [of this agreement] by the undersigned *Notaire* [French solicitor] the parties have signed this deed a\*\*\*\* with the said *Notaire*.

DRAFT