

PURCHASE AGREEMENT GROUND-ORIENTATED HOUSE

Project description : **PUUR Wonen in Meerhoven – Eindhoven**
 Construction number :
 Date : / /2020

The undersigned:

The private limited company **Kalliste Woningbouwontwikkeling B.V.**, with its registered office in Nieuwegein, maintaining offices at Dorpsstraat 57, (3433 CM) Nieuwegein, listed in the Trade Register under number 17117469, duly represented by its director Giesbers Groep Ontwikkelen en Bouwen B.V., in turn represented by Mr H.J.H. Trebbe.

hereinafter called "**Seller**";

and

Surname :
 Surname prefix(es) :
 First names (in full) :
 Address :
 Postal code and place :
 Date and place of birth :
 Gender :
 Marital status :
 Telephone, home, work, mobile :
 Email home, work :
 Proof of identity + number :

and

Surname :
 Surname prefix(es) :
 First names (in full) :
 Address :
 Postal code and place :
 Date and place of birth :
 Gender :
 Marital status :
 Telephone, home, work, mobile :
 Email home, work :
 Proof of identity + number :

is the house being bought in both names? Yes / No

Hereinafter called (both together and separately): "**Buyer**"

Have as of / /2020 agree as follows:

I. Seller sells to Buyer, who buys from Seller:

a plot of land with the existing structures and/or surfacing, measuring approximately m² and an apartment right entitling the holder to the 1/ share of the land, including the right to make exclusive use of the parking space on the land, indicated on the accompanying (division) drawing marked with apartment index , in accordance with the situation drawing filed with a notary at the firm of **Taylor Wessing in Eindhoven (Appendix 1)**, indicated with construction number , located in Eindhoven, with the certified relevant technical description and drawing(s) and - in so far as present - change schedules, all form part of this agreement, known locally as **PUUR Wonen in Meerhoven – Eindhoven**, recorded in the land registry as Municipality of section number(s) , hereinafter called the "**Property Sold**".

Buyer hereby expressly accepts the charges and/or encumbrances described in **Appendix 3**, signed by the parties and forming an integral part of this agreement.

II. This purchase agreement only relates to the Property Sold. Buyer will conclude the attached building contract (**Appendix 2**) for the preparation of the inner courtyards and the realisation of a house.

III. The total purchase price of the Property Sold amounts to:

A.	Purchase price Property Sold and additional costs (including tax)	EUR	.00
B.	Amount due (including tax) on the purchase price and additional costs due as at the date stated at the beginning of this agreement, calculated in accordance with Article 4.	EUR	.00
Total (A+B) =		EUR	.00

Seller will ensure that this agreement is filed with the notary referred to under I and that a copy of this agreement, together with the aforementioned appendices, certified by both parties, is made available to Buyer.

The turnover tax included in the purchase price is calculated at a percentage of **21%**, in accordance with the provisions of the Turnover Tax Act 1968.

IV. Buyer will sign the building contract (**Appendix 2**) simultaneously with or on the same day as the signing of this purchase agreement. Until the actual transfer, the building contract together with the purchase agreement concluded between Buyer and Kalliste Woningbouwontwikkeling B.V. form an integral whole. Until the actual transfer, in the event of termination or failure to conclude or otherwise nullification of one agreement, the other agreement will also and automatically be terminated, not be concluded or nullified, regardless of which party invokes the termination of which agreement. The purchase agreement does not fall under the Woningborg guarantee scheme for new construction.

This agreement has been entered into under the conditions below.

Article 1: Transfer

The transfer of the Property Sold will take place by deed to be executed before **Taylor Wessing in Eindhoven**, his deputy or successor, at a time to be determined by that notary, as soon as possible, but within six weeks after it has been established that this agreement can no longer be terminated under Article 6 of this agreement and has been concluded in accordance with Article 1a of this agreement, as well as after the conditions subsequent or precedent referred to in this agreement and the building contract referred to under II have lapsed or have been fulfilled.

If at the time of transfer the Property Sold is still owned by a third party, Buyer will accept that - if Seller so desires - that third party transfers directly to Buyer, possibly by collective deed.

Article 1a: Time for reflection

A copy of the agreement signed by both parties will be provided to Buyer. After Seller has also signed the purchase agreement, a copy of the purchase agreement signed by both parties will be provided to Buyer. Buyer is entitled to terminate the purchase agreement (time for reflection) during a period of one calendar week following the provision to Buyer of the agreement signed by both parties. The date on which Buyer issued the termination statement is regarded as the date of termination.

Article 2: Deviating plot size

1. Difference between the actual size of the Property Sold and the size stated above does not give rise to any legal claim for compensation in this respect.
2. If, pursuant to a government regulation or any other valid reason, Seller changes the situation of the building compared to the situation drawing applicable under the purchase agreement, Seller will deposit the changed situation drawing with the notary appointed for that purpose and provide it to Buyer.

Article 3: Deposit / bank guarantee / pledging of building deposit

1. Within two (2) months after signing this agreement, Buyer will pay to the notary mentioned under I of this agreement a deposit equal to 10% of the purchase price. This amount serves as security for the fulfilment of Buyer's obligations towards Seller under this purchase agreement. Instead of the aforementioned deposit, Buyer can, within the set two (2) months, have a bank guarantee provided for the same amount. A bank guarantee must comply with Article 20 of the General Conditions accompanying the building contract.
2. Buyer authorises the notary mentioned under I of this agreement to transfer the deposit of 10% of the purchase price to Seller if and as soon as transfer has taken place. This amount will then be deducted from the purchase price.
3. If Buyer has provided Seller with a bank guarantee within the meaning of this article, this will lapse on the date of payment of the purchase price.

Article 4: Payment of purchase price

1. Payment of the purchase price takes place upon transfer.
2. Payment of the aforementioned purchase price and the other costs, duties and taxes takes place via the firm of the notary.
3. Buyer will pay the amount due before signing the deed of transfer by crediting one of the notary's client's accounts with same-day funds availability.
- ~~4. The purchase price includes the amount calculated by the Seller on the land costs, which are already due as of the date stated at the beginning of this agreement.~~
5. Seller will charge Buyer an annual interest rate of **4.0%** (plus tax) on the purchase price (excluding tax). This interest is payable by Buyer as of 1 December 2020 until the date of execution of the deed of transfer by which the purchase price is paid.
6. In the event of non-compliance within the period of six (6) weeks as mentioned in Article 1, Buyer owes

Seller the penalty as laid down in Article 17(3)(b) until the date of execution of the deed of transfer by which the purchase price is paid. Any reason for the delay is, without exception, entirely at Buyer's expense.

Article 5: Government grant

No government grant is provided.

Article 6: Condition subsequent: financing

1. This agreement is entered into subject to the condition subsequent that Buyer that Buyer obtains, within two (2) months of signing this agreement, a mortgage loan proposal with a monthly obligation of no more than EUR .00 on terms and conditions normally applied by major lending institutions, based on a mortgage loan of EUR .00 with a fixed-interest period of 20 years.
2. No National Mortgage Guarantee is required with regard to the financing referred to in paragraph 1 of this article.
3. If the condition mentioned in this article is not fulfilled, Buyer has the right to send Seller a registered letter or fax message with confirmation of dispatch, at the latest within eight (8) days after expiry of the term applicable for the fulfilment of the condition in question, to invoke the termination of the agreement, as a result of which the agreement between the parties will be terminated by operation of law. Termination invoked under this article will be accompanied by a written rejection by a financial institution of good repute in the Netherlands and established in a Member State of the EU.
4. If the financing conditions accepted by Buyer are not (or no longer) extended by the lender until the date of transfer, Buyer will apply for a new mortgage loan as soon as he has been informed of the probable date of transfer (whether or not by or on behalf of Seller). If Buyer is unable to obtain a new loan against the monthly obligation referred to in paragraph 1 of this article, Buyer will be entitled to invoke termination of the agreement by registered letter fax message with confirmation of dispatch before or no later than the date of transfer.
5. The parties will take all necessary steps that may lead to the fulfilment of the condition set out in paragraph 1 of this article, and refrain from doing anything which might impede such fulfilment. If the termination invoked under paragraph 3 of this article is based on non-compliance with the aforementioned obligations, the purchase agreement will be terminated by operation of law and the defaulting party will owe the other party an amount equal to 10% of the purchase price by way of penalty. Termination will be invoked by registered letter or fax with confirmation of dispatch.

Article 7: Costs

All costs and duties related to the sale and transfer are included in the total purchase price.

Article 8: Irrevocable permit

For the purposes of this agreement, permit/approval means an irrevocable permit/approval, as well as a permit/approval against which:

- a notice of objection has been lodged within six weeks of publication of the permit or against which a request for suspension has also been lodged, which request for suspension has been rejected, or
- within a period of six weeks of publication of the decision on the objection, an appeal has been lodged and against which a request for suspension has also been lodged, which request for suspension has been rejected, or
- the appeal lodged with the district court was dismissed as unfounded and an appeal was lodged with the Administrative Jurisdiction Division of the Council of State within six weeks of the publication of that decision, but no application for a preliminary relief was lodged with the President of the aforementioned Division; or
- the appeal lodged with the district court was declared unfounded and an appeal was lodged with the Administrative Jurisdiction Division of the Council of State within six weeks after publication of that decision, as well as an application for preliminary relief with the President of the aforementioned Division, which application was rejected.

Article 9: Realisation of house/integral agreement

1. Buyer today also signs a building contract for the construction of a house, including any desired expansion possibilities / options, hereinafter called the "Building Contract" (**Appendix 2**).
The Building Contract is an appendix to the present purchase agreement.
The Building Contract is based on a model that has not yet been approved by Woningborg, which is a guarantor for, among other things, the quality and finishing of the house. With regard to the Building Contract, the time for reflection period set out in Article 1 of the building contract will explicitly commence from today.

Article 10: Conditions subsequent

1. This agreement is entered into under the conditions subsequent that by no later than 9 months after the signing of this agreement by Buyer:
 - a. Woningborg has issued proof of plan acceptance for the project, of which the house mentioned in the preamble to this agreement forms part;
 - b. in respect of the project of which the house mentioned in the opening words of this agreement forms a part, the required single permit has been issued, it has acquired formal legal force and can therefore no longer be annulled and, if applicable to the house in question, in respect of the options already chosen or to be chosen from the buyers option list dated ___ / ___ / ___, number _____, the required single permit has also been issued, has acquired formal legal force and can therefore no longer be annulled;
 - c. at least 39 of the 56 houses of the present plan as referred to in the appendices have been sold, in accordance with the present purchase agreement and the building contract inextricably linked thereto, of which the time for reflection and a possible termination period for financing have expired unused, unless Seller (on behalf of Developer) informs Buyer in writing within this period that, despite the fact that this condition has not been met, the commitments from this agreement have nevertheless taken effect;
 - d. that the site of which the Property Sold is part has been delivered ready for construction by the municipality;
 - e. for the project, of which the house referred to in the opening words of this agreement forms a part, any permit required under the Nature Conservation Act has been issued, has acquired formal legal force and can therefore no longer be annulled, unless Developer informs Buyer in writing within the stipulated period that, on the basis of the preliminary investigation carried out into any activities required under said Act, it is not necessary to apply for such a permit.
 - f. that Seller has acquired an unconditional right to transfer of the Property Sold on the basis of a signed purchase / issue agreement;

In connection with the above, Seller is expressly entitled to unilaterally cancel the condition precedent referred to under c. and d. with regard to the present agreement if the relevant sales ratio is not achieved and/or the site has not yet been delivered (completely) ready for construction and Seller does wish to commence the construction of the house, regardless of whether one sub-project will go ahead and the other sub-project will not, exclusively at the discretion of Seller.

2. If and as soon as the conditions precedent mentioned in paragraph 1 of this article have been fulfilled, Seller will inform Buyer thereof in writing within fourteen (14) calendar days.
3. If and as soon as Seller suspects that one or more of the conditions precedent referred to in paragraph 1 of this article will not be fulfilled within the period mentioned in the first paragraph, Seller has the right to send Buyer a written request for extension before expiry of said period. If Buyer so wishes, he will then sign the request for extension before expiry of the term. Signing after expiry of the term has no effect. In that case, the present agreement will be deemed not to have been concluded.
4. With respect to Articles 3 and 6 of the agreement, the date of agreement or the date of signing by Buyer or the date of receipt by Seller of the agreement signed by Buyer, serves as the reference date and not the moment on which all conditions mentioned in Article 10 have been fulfilled.

Article 11: Government

Seller has concluded an agreement with the Municipality of Eindhoven for the development of PUUR Wonen in Meerhoven. If the Municipality of Eindhoven fails to fulfil its obligations under said agreement or fails to fulfil them on time, as a result of which Seller cannot fulfil its obligations under the present purchase agreement with Buyer or cannot fulfil them on time, Buyer cannot enforce any rights against Seller to compensation for any loss, costs or interest.

Article 12: Several liability

The obligations to be borne by Buyer are indivisible. In case two or more persons are Buyer, both parties are jointly and severally liable for the obligations resulting from this agreement.

Article 13: Mortgage

Buyer declares to (partially) finance the purchase price and the contract sum by means of a mortgage loan. Furthermore, Buyer will, within two (2) months after signing this agreement, but (if this time is earlier) at the latest at the time of the notarial transfer, prove by means of documentary evidence (mortgage offer) that the balance of this mortgage, whether or not increased by own funds, is sufficient to pay the total purchase price and the contract sum. In this context, Buyer will also, within the same period of time, provide proof that payments from the mortgage deposit will only be made by the relevant lending institution after receipt of the original construction invoices.

Buyer will ensure that the period of validity of the mortgage offer is extended in time so that the mortgage offer is still valid at the time of execution. In so far as this does not conflict with Article 6.

Seller accepts no liability for the (financial) consequences of the expiry and/or extension of mortgage offers, which have been made to Buyer.

Buyer is free to choose a mortgage lender. Buyer is informed that the mortgage offer should preferably have the same term (in accordance with Article 10) as this agreement. A shorter term of the mortgage offer can lead to additional costs for Buyer with regard to the home loan.

Article 14: Disposal

Prior to the transfer, Buyer is not allowed to transfer his rights and obligations under this agreement to third parties or to dispose of the house without the express written consent of Seller.

The transfer of economic ownership prior to transfer also requires Seller's written consent. Permission may be given subject to conditions.

Any act contrary to the foregoing will be null and void in respect of Seller and will be deemed not to have been carried out. Buyer indemnifies Seller against claims from third parties for violation of this prohibition.

Article 15: Personal data

Buyer acknowledges and agrees that Seller will, if necessary, make Buyer's personal data available to the contractor, suppliers and third parties who will be involved in the realisation of the house.

All in compliance with the General Data Protection Regulation.

Article 16: Easements and real rights

Buyer declares, at the request of Seller, the municipality or any other public authority, to cooperate in the establishment of any real rights or easements that may prove necessary on the basis of the plan to be realised. Buyer will be timely informed hereof by the notary via the (draft) deed of transfer.

Article 17: Termination of the purchase agreement

1. In the event of non-performance or late performance of the agreement other than due to non-attributable failure (force majeure), the defaulting party will be liable for all resulting damage to the other party with (recovery) costs and interest, regardless of whether the defaulting party is in default within the meaning of the following paragraph.

2. If one of the parties, after having been given notice of default in writing, with acknowledgement of receipt, or by registered letter or bailiff's writ, fails to fulfil one or more of its obligations for eight (8) days, this party will be in default, and the other party will be entitled to terminate the purchase agreement without judicial intervention by means of a written statement to the notary.
3.
 - a. if the other party terminates the purchase agreement in accordance with the provisions of paragraph 2, the defaulting party will forfeit to the other party a penalty of 10% of the purchase price, payable without judicial intervention;
 - b. if the other party desires execution of the agreement, the defaulting party will forfeit to the other party, without judicial intervention, a penalty, payable without judicial intervention, of three per mille of the purchase price for each day that expires from the start of the day of default until the day of fulfilment, without prejudice to the right of the other party to terminate the purchase agreement after expiry of a new term of at least another eight (8) days.
 - c. if the other party, after having in the first instance demanded performance of the purchase agreement, as yet terminates the purchase agreement due to the continued default of the defaulting party, the defaulting party will as yet forfeit the penalty of 10% of the purchase price instead of the penalties referred to under b. above, unless the sum of the penalties of three per mille per day referred to under b. above already amounts to more than 10% of the purchase price, in which case the defaulting party will forfeit this higher sum.
4. Paid or owed penalties will be deducted from compensation owing with interest and costs.

Article 18: Turnover tax and transfer tax

If the percentage and/or provisions of the turnover tax and/or transfer tax are changed by the government, settlement will take place between the parties in accordance with these statutory provisions. Any increase or decrease will be charged or credited to Buyer.

Article 19: Change of address

Buyer elects domicile for the execution of this agreement at the address given by him in the present agreement. Changes of address will be communicated in writing to Seller and the contractor.

Article 20: Notary

Buyer agrees in advance to all such provisions which the notary deems useful or necessary on the basis of these additional provisions or otherwise to be included in the deed of transfer.

Article 21: Extension of time period

Where this purchase agreement and supplementary agreement state a period of less than one month, within which Seller must perform certain actions or make certain announcements, this period will be extended if, due to a holiday arrangement or winter closure, Seller's business will be closed for a period of three (3) working days or longer.

In such a case, Seller will be given the opportunity to perform the intended actions or make announcements within eight days after resumption of the work.

Article 22: Consequences for adjacent plots/houses

Buyer acknowledges that within the framework of the realisation of the present project, it is possible to realise an extension to (some of) the houses in accordance with the existing building plans during the construction phase and within the requirements of the environmental permit issued at that time. The extension has been projected as an extension of the houses in question. In connection with this, easements are or will be established at the time of transfer in accordance with Buyer's obligation to tolerate that any adjacent houses (both during the construction phase and afterwards, within a period of five (5) years after delivery of the house on the dominant property) will be extended in accordance with the single permit existing during the construction phase, whereby a common wall will be built on the boundary of the house sold and the adjacent house and/or that the common wall present on the boundary will be used for anchoring or beams for the extension and/or that common wall will, if necessary, be temporarily removed for the extension up to the centre of that wall.

Article 23: Authority to make changes/adaptations

Seller is at all times authorised, without Buyer's approval and right to compensation, to make adjustments and changes and/or not to realise parts of the project if there is reason to do so in Seller's exclusive judgment. When making adjustments and changes, this also explicitly includes changing and modifying house types. Buyer expressly acknowledges and agrees to this authority.

All insofar as the above does not conflict with Article 2 of the General Conditions accompanying the building contract, which article in connection with the above relates exclusively to the realisation of the plot described in the preamble with the house to be built thereon.

Article 24

1. The artist impressions in the sales brochure are indicative. No rights can be derived therefrom. The colours in the artist impressions may not entirely represent the actual colours to be applied in the new building plan of which the house is part.
2. The landscaping of the public area is the responsibility of the municipality. The artist impressions, situation drawings and other plan drawings concerning the public area and the project included in the sales brochure are indicative only. No rights can therefore be derived from said drawings.
3. Buyer cannot derive any rights from what has been stipulated/recorded in the permit application, the environmental permit and the accompanying drawings, unless the documents referred to in this article form part of the documents referred to under preamble I of this agreement.

Signed in Nieuwegein

on / /2020

Seller:

 H.J.H. Trebbe

Signed in Eindhoven

on / /2020

Buyer:

Buyer declares to have received a copy of:

- Appendix 1: Situation drawing dated XX/05/2020
- Appendix 2: Building contract (MODEL version 4.0 - dated 27/05/2020)
 dated / /2020
- Appendix 3: Special charges and encumbrances dated 15/05/2020

A certified copy of the above situation drawing is filed with the notary mentioned under I.

Signed in Eindhoven

on / /2020

Buyer:

Version: 2.0 – 20200618
Date of agreement: DATE

MODEL