

## BUILDING CONTRACT

for single-family housing (project-based construction) with application of the Woningborg guarantee scheme for new construction that has been awarded the quality mark of Stichting GarantieWoning.

In accordance with the model adopted by Woningborg N.V. on 1 January 2020.

The following documents form part of this building contract:

- General Conditions for the building contract for single-family housing (project-based construction), adopted by Woningborg N.V. on 1 January 2020.
- General Notes to the building contract for single-family housing (project-based construction) and associated General Conditions, adopted by Woningborg N.V. on 1 January 2020.

**No notarial transfer of ownership without being in possession of your Woningborg certificate**

Plan registration number :

Plan description : PUUR Wonen

Construction number :

The undersigned:

Registered name : Giesbers-Wijchen Bouw B.V.  
Office address : Nieuweweg 184  
Postal code / Place : 6603 BT Wijchen  
PO Box : 64  
Postal code / Place : 6600 AB Wijchen  
Chamber of Commerce number : 10008562  
Telephone number : 024-6492811  
Email : info@giesberswijchen.nl  
Internet : www.giesberswijchen.nl  
Duly represented by : Mr O.J.M. Senden-Silverentand  
Position : managing director

hereinafter called: "**Developer**", registered with Woningborg N.V., hereinafter called: "**Woningborg**"; and

Surname : Male / Female \*)  
Surname prefix(es) :  
First names :  
Address :  
Postal code / Place :  
Telephone number(s) :  
Email address(es) :

Marital status : Unmarried / cohabiting with / married to / intending to marry with / registered as a partner with / single\*)

Surname : Male / Female \*)  
Surname prefix(es) :  
First names :  
Address :  
Postal code / Place :  
Telephone number(s) :

Developer initials:

Buyer initials:

Email address(es) :

Is the assignment referred to below under I given by both persons? n.a. / Yes / No, the assignment is given by \*)

\*) Delete what does not apply.

hereinafter called: "**Buyer**",

whereas:

- **Kalliste Woningbouwontwikkeling B.V.**, hereinafter called "**Seller**", is the owner of a plot of land known locally as , recorded in the land registry as Municipality of section number .
- said plot of land, indicated by (construction) number(s) , has been or will be sold by Seller to Buyer.
- Developer will build a house on said plot of land.

MODEL

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Developer initials:

Buyer initials:

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Have as of \_\_\_\_\_ agreed as follows:

I Buyer instructs Developer, as Developer accepts, in accordance with the relevant technical description and drawing(s) and change schedules, if present, all of which belong to this agreement and which have been certified by both parties, to build or finish on the plot of land referred to in the preamble above, in accordance with the requirement of good and sound work, with due observance of the regulations of the government and utilities, in accordance with the situation drawing, indicated by construction number(s) \_\_\_\_\_, as registered with **Taylor Wessing**, civil-law notary practising in **Eindhoven**, hereinafter called "**Notary**".

II The contract sum consists of:

A. the instalments due as of the date stated at the beginning of this agreement and referred to in Article 4(3) of this agreement (including turnover tax)

EUR

B. instalments not yet due under Article 4(1) of this agreement (including turnover tax)

EUR

C. the interest (including turnover tax) on the instalments due as at the date stated at the beginning of this agreement and referred to in Article 4(3) of this agreement, calculated in accordance with the provisions of Article 4(4) of this agreement

EUR \_\_\_\_\_

Total (A + B + C)

EUR

Developer will ensure that this agreement is filed with Notary 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 contract sum is calculated at a percentage of **21%**, in accordance with the provisions of the Turnover Tax Act 1968.

This agreement has been entered into under the following provisions.

#### Time for reflection

##### Article 1

Buyer declares that on the date of signing, it has actually received a copy of this building contract, including the accompanying General Conditions, General Notes and the applicable Woningborg guarantee scheme for new construction. Buyer is entitled to terminate the building contract (time for reflection) during a period of one (1) 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.

#### Delivery

##### Article 2

The transfer of the plot of land referred to in the preamble above, together with any structures erected thereon, hereinafter called the "**Transfer**", will take place by deed executed in the presence of Notary, his deputy or successor, at a time to be determined by Notary:

as soon as possible, but not later than six (6) weeks after the last of the times referred to under a. and b. below:

- when it is established that this building contract can no longer be terminated on any of the grounds set out in Articles 7 and 9 of this agreement; and
- when construction has commenced within the meaning of Article 11(2) of the General Conditions.

Developer initials: \_\_\_\_\_

Buyer initials: \_\_\_\_\_

**Deposit / bank guarantee / pledging of building deposit**

**Article 3**

No deposit is due in respect of this agreement.

**Instalments and payment scheme**

**Article 4**

1. The instalments of the contract sum are as follows:

Instalment	Description
1	Land, see inseparable purchase agreement
2	After completion ground floor structure (20%)
3	After completion 1st floor structure (7.5%)
4	After completion 2nd floor structure (7.5%)
5	After completion shell ground floor facades (7.5%)
6	After completion shell upper floors facades (7.5%)
7	After waterproofing roof of house (15%)
8	After application of screeds (10%)
9	After completion plasterwork, spraying work and tiling (15%)
10	On delivery of house (payable before delivery) (10%)

The above instalment scheme relates to work carried out on the construction site. With regard to the work to be carried out which makes it possible to invoice an instalment of the contract sum, see <https://www.woningborg.nl/particuliere-koper/veelgestelde-vragen/termijnregelingen-eeengezinshuizen/>

2. Except where Buyer is entitled to postpone payment as referred to in paragraph 5 of this article, the instalments referred to in paragraph 1 of this article will always become due and payable fourteen (14) days after the date of a request for payment made by or on behalf of Developer. A payment request indicates the fact that the Developer is entitled to payment, the applicable instalment and that payment must be received by Developer no later than fourteen (14) days after the date.

Only fully performed instalments can be claimed by or on behalf of Developer. Pro rata payment of an only partially performed instalment is excluded.

3. As of the date stated at the beginning of this agreement, the following instalments (including turnover tax) are due:

- instalment * (* house construction start date)	EUR	*
- instalment * (* work completion date)	EUR	*
- instalment * (* work completion date)	EUR	*
- instalment * (* work completion date)	EUR	*

**4. (A) OPTION**

The contract sum includes the interest charged by Developer on the instalments that are already due as of the date stated at the beginning of this agreement. This interest is set at **4%** per annum on the instalment amounts referred to under II.A. of this agreement or in paragraph 3 of this article (excluding turnover tax) from the fourteenth (14<sup>th</sup>) day after the day on which the construction of the house has commenced or on which the work has been completed until the date stated at the beginning of this agreement. This interest, plus turnover tax, will be paid at the time of the Transfer.

~~**(B) OPTION**~~

Developer initials:

Buyer initials:

~~No interest will be charged on the instalments due as of the date stated at the beginning of this agreement until the date stated at the beginning of this agreement.~~

**(C) OPTION**

No instalments of the contract sum are yet due and payable.

5. As long as the Transfer has not taken place, Buyer is entitled to postpone payment of the due part of the contract sum, against which it is obliged to pay interest to Developer of **4%** per annum, to be calculated as follows:
  - a. on the instalment amounts (including turnover tax) referred to under II.A. of this agreement or in paragraph 3 of this article from the date stated at the beginning of this agreement until the date of the Transfer;
  - b. on the other instalments (including turnover tax) from the due date until the date of the Transfer. This interest will also be paid at the time of the Transfer. On the day of the Transfer, the part of the contract sum already due at that time becomes due and payable.
6. If and in so far as Buyer has not paid a due and payable part of the contract sum or any other payment due and payable under the General Conditions applicable to this agreement on the due date and the provisions of the previous paragraph of this article do not apply, Buyer will owe Developer interest of **6%** per annum on this sum from the due date until the date of payment, without prejudice to the further rights and obligations of the parties under this agreement and/or further agreements to be made between the parties.
7. The interest referred to in paragraphs 5 and 6 of this article is subject to turnover tax.
8.
  - a. If additional work is agreed, the following payment scheme will apply:  
If case of an additional work order by Buyer, 25% may be invoiced by Developer as compensation for general and preparatory costs. The remaining part will be invoiced when the additional work is completed or together with the following instalment;  
Paragraphs 2, 4, 5, 6 and 7 of this article apply mutatis mutandis in respect of additional work;  
The additional work will be paid for before delivery of the house, provided that the additional work is ready.
  - b. If less work is agreed, the value thereof will be deducted from the simultaneous additional work orders or, if the latter are not available or insufficient, from the next instalment(s) of the contract sum.

**Construction time and start workable days**

**Article 5**

1. Developer will deliver the house ready for occupation to Buyer within **300 (three hundred)** workable days after the start of construction within the meaning of Article 11(4) of the General Conditions.

**2. (A) OPTION**

The construction of the house started on \*.

**(B) OPTION**

The construction of the house has not yet started. Developer will notify Buyer in writing of the starting date of the period referred to in paragraph 1 of this article within eight (8) days of its start. This written communication will be made either by invoicing the relevant instalment of the contract sum, if applicable, or by any other written communication.

**Government grant**

**Article 6**

No government grant is provided.

Developer initials:

Buyer initials:

## Conditions subsequent

### Article 7

#### 1. (A) OPTION

Buyer does not require any financing (reservation) for the realisation of the house referred to in the preamble of this agreement.

#### (B) OPTION

With regard to the realisation of the house referred to in the preamble to this agreement, Buyer requires financing in connection with which the agreement is entered into subject to the condition subsequent that Buyer obtains, within two (2) months of signing this agreement, a mortgage loan proposal with a monthly obligation of no more than EUR \*, on terms and conditions normally applicable in the major lending institutions, based on a mortgage loan of EUR .

2. No housing permit is required to occupy the house referred to in the preamble to this agreement.

#### 3. (A) OPTION

Buyer does not require a National Mortgage Guarantee with regard to the financing referred to in paragraph 1 of this article.

#### (B) OPTION

With regard to the financing referred to in paragraph 1 of this article, Buyer requires a National Mortgage Guarantee in connection with which the agreement is entered into subject to the condition subsequent that Buyer obtains, within two (2) months of this agreement being signed, the National Mortgage Guarantee for a mortgage loan as described in paragraph 1 of this article.

4. a. If one or more of the conditions referred to in paragraphs 1, 2 and 3 of this article are not met, Buyer is entitled, with due observance of the provisions under b. of this paragraph, to send a registered letter to Developer no later than eight (8) days after expiry of the period applicable to the condition in question, to invoke termination of the building contract, as a result of which the agreement between the parties will be terminated.

b. Termination invoked under paragraphs 1 and/or 3 of 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.

Termination invoked under paragraph 2 of this article will be accompanied by the written and substantiated rejection of the (municipal) body concerned.

5. If the condition relating to obtaining the National Mortgage Guarantee as referred to in paragraph 3 of this article applies and that condition is not fulfilled within two (2) months and remains unfulfilled even after the expiry of those two (2) months, the term within which Buyer is entitled to invoke termination of the agreement will be extended between the parties to eight (8) days after receipt by Buyer of a registered letter from Developer, in which Developer requests whether or not Buyer invokes termination of the agreement.

6. If financing is required as referred to in paragraph 1 of this article for the realisation of the house referred to in the preamble of this agreement, and the mortgage proposal referred to in paragraph 1 of this article is not (or no longer) extended by the lender until the date of the Transfer, Buyer will apply for a new mortgage proposal as soon as the expected date of the Transfer (whether or not by or on behalf of Developer) has been communicated to it. If Buyer is unable to obtain a 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 before or no later than the date of the Transfer.

## Woningborg guarantee scheme for new construction; Woningborg certificate

Developer initials:

Buyer initials:

#### Article 8

1. Developer declares that the house, which is the subject of this agreement, is part of a project registered by Woningborg and registered by it under plan registration number W-\* and undertakes to Buyer to comply with the obligations of the Woningborg guarantee scheme for new construction with regard to that house.
2. Developer will, in accordance with the applicable Woningborg guarantee scheme for new construction, submit a written request for the issue to Buyer of a Woningborg certificate immediately but no later than two (2) weeks after receipt of the agreement signed by Buyer.

#### Issue of refusal Woningborg certificate

#### Article 9

1. This agreement is entered into subject to the condition subsequent that the issue of a Woningborg certificate is refused.
2. If the condition referred to in paragraph 1 of this article is met, the agreement is terminated by operation of law, unless Buyer, within fourteen (14) days after receipt of the notice of refusal, has notified Developer by registered letter that it wishes to maintain the agreement, without prejudice to its right to compensation.
3. Buyer has the right to invoke termination of the agreement if:
  - a. Developer has not submitted an application for the issue of a Woningborg certificate in accordance with Article 8(2) of this agreement within two (2) weeks after receipt of the agreement signed by Buyer; or
  - b. Buyer itself has submitted an application to Woningborg for the issue of a Woningborg certificate and within three (3) months of Buyer's signing of this agreement it has not received a certificate from Woningborg or the written undertaking to issue one.
4. Notice of termination of the agreement pursuant to paragraph 3 of this article will be given by registered letter. Termination invoked under paragraph 3(a) of this article cannot take effect if the Woningborg certificate has been issued within fourteen (14) days after the termination statement.
5. If the agreement is terminated under paragraph 1 of this article, Buyer is entitled to an amount equal to 5% of the contract sum as a penalty to be forfeited to Developer to Buyer, without prejudice to Buyer's right to compensation.

#### Costs

#### Article 10

All costs and rights attached to this agreement are included in the contract sum.

#### Deviating provisions

#### Article 11

Deviations from the model of the building contract stated at the beginning of this agreement and from the General Conditions declared applicable therein, which are to Buyer's detriment, will be null and void unless Woningborg has given its explicit prior consent.

In the absence of such consent, the original provision contained in the design will apply.

#### Information

#### Article 12

Developer will inform Buyer on a regular basis about the progress of the construction.

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Developer initials:

Buyer initials:

## Exclusions

### Article 13

If and as soon as the following activities are part of Developer's contractual obligations, the following will apply:

- the preparation of the site(s) on which the house in question is/will be built for construction and occupation or ensuring that the site(s) is/are at the service of the house in question;
  - the demolition of structure(s) located on the site(s) on which the house in question is built/will be build or ensuring that the site(s) is/are at the service of the house in question;
  - the remediation of the site(s) on which the house in question is/will be built or ensuring that the site(s) is/are at the service of the house in question;
  - the landscaping and quality of green spaces;
  - the installation and quality of infrastructural facilities;
  - the installation and quality of all other facilities outside the house;
- are excluded from the Woningborg guarantee scheme for new construction.

In so far as this does not imply a restriction of the Woningborg guarantee scheme for new construction.

## Link with purchase agreement

### Article 14

This building contract together with the purchase agreement concluded or to be concluded between Buyer and Seller form an integral whole. In the event of termination or failure to conclude any agreement on the basis of any conditions precedent, the other agreement is also and automatically terminated or not concluded.

The purchase agreement does not fall under the Woningborg guarantee scheme for new construction.

This article does not give rise to any liability on the part of Seller towards Buyer on the basis of the present agreement and the performance(s) to be performed by Developer towards Buyer included therein.

## Conditions precedent

### Article 15

1. Furthermore, this building contract has been entered into under the condition precedent that Buyer has signed this contract within 9 months:
  - 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. Developer has concluded a Woningborg agreement for at least 39 of the 56 houses in total of which the present project consists, and of which the time for reflection period has expired, unless Developer informs Buyer in writing within the set period that, despite the fact that this condition has not been met, the obligations arising from this agreement have nevertheless taken effect;
  - d. the plot of land on which the present project is to be realised is ready for construction and is at the free disposal of Developer;
  - 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.

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Developer initials:

Buyer initials:



2. In respect of Article 8(2) (application for a certificate) and Article 9 (refusal to issue a certificate) of the agreement as well as Article 11(2) (start of construction) of the General Conditions, the reference date is, instead of the date of signing by Buyer and/or after receipt of the agreement signed by Buyer, the date on which the conditions referred to in paragraph 1 of this article have been fulfilled. Buyer will be notified of this moment in writing, preferably by registered letter, within fourteen (14) days thereafter.
3. If and as soon as Developer suspects that one or more of the conditions precedent referred to in paragraph 1 of this article will not be met within the period set for that purpose, Developer is entitled to submit Buyer's request for an extension of a maximum of **3** months in writing, preferably by registered letter, before expiry of the period referred to in paragraph 1 of this article. If Buyer so requires, it will then sign the request for extension before expiry of the aforementioned term and return it to Developer, preferably by registered letter. If Buyer signs a request for extension after the period referred to in paragraph 1 of this article, this has no value whatsoever. In that case, the present agreement will be deemed not to have been concluded.
4. If, in order to obtain the plan acceptance referred to under paragraph 1(a) of this article by or on behalf of Woningborg, Developer must make technical and/or legal changes or if these are imposed by the authorities for the purpose of the single permit referred to under paragraph 1(b) of this article, Developer will inform Buyer thereof by registered letter within the period referred to in paragraph 1 of this article, but no later than 1 (one) month before the expiry of this period.  
If Buyer is unable to accept any changes made, Buyer will inform Developer by registered letter within fourteen (14) days of receipt of said notification. In that case, the present agreement will be deemed not to have been concluded or, if applicable, termination of the present agreement will be deemed to have been invoked. In that case, the parties will not owe each other any compensation, by whatever name. If Buyer has not invoked its rights referred to in this paragraph within the aforementioned period of fourteen (14) days, the changes will be deemed to have been accepted by Buyer.

## Dispute resolution

### Article 16

Any disputes whatsoever - including those regarded as such by only one of the parties - that may arise between Buyer and Developer as a result of the building contract or agreements resulting therefrom will be settled by arbitration by the Arbitration Board for the Building Industry (*Raad van Arbitrage voor de Bouw*) in accordance with the rules described in the Woningborg dispute regulations, as they read on the day on which the dispute is submitted, with due observance of the following.

Buyer always has the right to bring proceedings before the Arbitration Board for the Building Industry or the regular court.

If Developer wishes to institute proceedings, it must first set Buyer a period of at least one (1) month, by registered letter, within which to inform Developer writing whether Buyer wishes the dispute to be settled by the Arbitration Board for the Building Industry or the regular court.

Developer is bound to the choice made by Buyer. If Buyer does not make a choice within the set period of time, Developer is also free to choose between the Arbitration Board for the Building Industry or the regular court.

## Applicable General Conditions / Woningborg guarantee scheme for new construction

### Article 17

1. The building contract (project-based construction) is subject to the General Conditions for the building contract for single-family housing (project-based construction), adopted by Woningborg on 1 January 2020.

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Developer initials:

Buyer initials:

2. Where in this agreement and the General Conditions declared applicable therein reference is made to the Woningborg guarantee scheme for new construction, such should be read as: Woningborg guarantee scheme for new construction 2020 (*Woningborg Garantie- en waarborgregeling Nieuwbouw 2020*).

**Additional articles, not belonging to the model contract for single-family housing of Woningborg, but forming an integral part thereof.**

**Addition/deviation with regard to Article 7 (Conditions subsequent)**

**Article 18**

1. When requesting a mortgage offer, Buyer will take into account a sufficient period of validity in connection with the time periods included in this agreement with regard to conditions precedent, the related start of construction and the time of the Transfer.
2. Developer accepts no liability for the financial consequences of extending and/or expiring of the mortgage offers to Buyer. This is without prejudice to the provisions of Article 7(6) of this Agreement.
3. Developer may oblige Buyer, at the latest prior to the Transfer, to demonstrate (by means of the documents referred to below) that sufficient financial means are available for payment of the (purchase/) contract sum and any additional work.
4. Depending on the method of financing, this may be apparent from a mortgage quote approved by Buyer, a mortgage quote approved by Buyer in respect of a bridging loan and/or a statement from a banking institution stating the net (credit) amount for which funds are available for the (purchase /) contract sum and any additional work.
5. In this context, Developer may require Buyer to provide proof that payments from the mortgage deposit (in addition to payment of the plot of land referred to in the preamble to this agreement) will only be made by the relevant lending institution after receipt of (a copy of) the original construction invoices.
6. Supplementary to the first sentence of Article 7(4)(b) of this agreement, the following will apply: The rejection is made out in the name of Buyer and states the amount of the loan applied for. The rejection is drawn up on the stationery of the institution concerned is (digitally) signed by an authorised (bank) employee.
7. In order to successfully invoke Article 7(6) of this agreement, Buyer will submit to Developer a rejection, with the form and content as referred to in the sixth paragraph of this article, from which it must be apparent that Buyer cannot obtain a new loan against the monthly obligation referred to in Article 7(1) of this agreement.

**Contract variations**

**Article 19**

1. If less work is agreed, the following payment scheme will apply (amounts including turnover tax): for less work, the amount will be deducted from simultaneously issued additional work orders or, if the latter are not available or insufficient, from the next instalment(s) of the contract sum.
2. If there are closing dates for the additional work, the additional work will be invoiced, with due observance of the provisions of Article 4(8) of this agreement, after the closing date applicable to the additional work in question which, if the Transfer has not yet taken place, will be due and payable at the time of the Transfer. If there are closing dates for the less work, the less work will be deducted from the simultaneously issued additional work orders or the next instalment(s) of the contract sum, after the closing date applicable to the less work in question.

**Personal data**

**Article 20**

In connection with the performance of the building contract, Buyer gives its consent, by signing this agreement, to Developer to provide Buyer's personal data (such as name, address, place of residence and telephone number(s)) to the suppliers of kitchen, bathroom, sanitary facilities, tiles, heating, etc. All in compliance with the General Data Protection Regulation.

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Developer initials:

Buyer initials:

## Invoicing up to Transfer

### Article 21

1. All that which, pursuant to Article 4 of this agreement, falls due in terms of payments, interest and instalments of the contract sum and any additional work before the Transfer, will be invoiced by Seller to Buyer, to whom Buyer will pay in discharge of its obligations. Developer indemnifies Buyer against payment claims in respect of payments, interest and instalments of the contract sum, if and insofar as Buyer has made these payments correctly to Seller.
2. The instalments of the contract sum, any interest and any additional work due after the Transfer will be invoiced to Buyer by Developer and will also be paid by Buyer to Developer, provided that they are due and with due observance of the other provisions of Article 4 of this agreement.
3. The foregoing is for reasons explained in more detail in the purchase agreement. The fact that Seller transfers the expired instalments of the contract sum to Buyer as an acceded part of the house (on Transfer) does not lead to any liability on the part of Seller for the work carried out by the Developer. The instalments of the contract sum that have expired at the time of the Transfer are deemed to relate to work performed by Developer for Buyer and for which Developer is liable towards Buyer in accordance with the provisions of this building contract.

## Collective bank guarantee for 5% right of suspension

### Article 22

1. Bruggink & Van Beek Notarissen te WIJCHEN is regarded as the civil-law notary within the meaning of the statutory right of suspension as referred to in the General Conditions and Notes accompanying this agreement, whether or not in derogation of Notary referred to in this agreement.
2. In the context of the statutory right of suspension referred to in paragraph 1 of this article, Developer opts for a 'bank guarantee' instead of the possibility for Buyer to make a deposit.
3. In favour of Buyer, Builder has provided the notary referred to in paragraph 1 of this article with a collective bank guarantee for the 5% right of suspension. The amount to which Buyer, if applicable, would be entitled amounts to a maximum of 5% of the contract sum referred to in this agreement.
4. Because of the substitute security provided under paragraph 3, Buyer is obliged to pay the last instalment(s) of the contract sum to Developer in full and without discount.
5. Irrespective of the relevant provisions of this agreement, the notary referred to in paragraph 1 of this article will provide Buyer with a certified copy of the guarantee referred to in paragraph 3 of this article.

## Instalments

### Article 23

If Buyer disputes an invoiced instalment, it will notify Developer thereof in writing within ten days of sending the relevant invoice. In the absence of such notification within that period of ten days, Buyer will be deemed to have agreed to the claimability of the instalment in question.

## Several liability

### Article 24

1. The obligations to be borne by Buyer are indivisible. If this agreement is entered into jointly by more than one person, these persons are jointly and severally liable for the fulfilment of the obligations arising from this agreement.
2. If Buyers are married to each other or if they are registered partners, they hereby give each other the mutual consent required pursuant to Section 1:80b in conjunction with 1:88 Dutch Civil Code for the legal acts laid down in this agreement.

## Domicile

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Developer initials:

Buyer initials:

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#### **Article 25**

Developer and Buyer elect domicile for the performance of this agreement at the place of residence or registered office stated at the head of this agreement, or at a place of residence or registered office indicated in a letter to the other party. The party whose address changes will, in so far as it is relevant for the execution of this agreement, immediately send a written statement to the other party, at the same time sending a copy thereof to Notary.

#### **Artist impressions**

#### **Article 26**

The artist impressions 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.

#### **Transfer to third parties**

#### **Article 27**

Without the written consent of Developer, Buyer is not permitted to transfer its rights and obligations under this agreement, in whole or in part, to third parties for delivery of the house (this also includes a full or partial economic transfer in the sense of Section 2 Legal Transactions (Taxation) Act, as well as the establishment of a restricted real right of enjoyment), subject to forfeiture to Developer of an immediately payable penalty in the amount of twenty percent (20%) of the total contract sum excluding additional work. Developer may attach conditions to any written consent. Consent cannot be granted if the obligations arising from the purchase agreement are not also taken over.

#### **Redevelopment and changes to surroundings**

#### **Article 28**

The surroundings of the house (including surrounding plots and building plans), as shown on the situation drawing, are under development. This means that the types and numbers of houses in the area may be subject to change. Developer reserves the right, if possible, not to build the unsold houses in the area. The layout of the public space (green areas, parking facilities, street lighting, waste disposal areas, etc.) is subject to change. Buyer expressly accepts the consequences of the situation described in this article, insofar as the provisions of this article do not conflict with the General Conditions.

#### **Holiday closure**

#### **Article 29**

Where this building contract and additional articles contain a period of less than one month within which Developer must perform certain actions or make certain announcements, this period will be extended if, due to a holiday scheme or winter closure, Developer's business will be closed for a period of three days or longer. In such a case, Developer will be given the opportunity to perform the intended actions or make announcements within eight days after resumption of the work.

#### **Archaeological survey**

#### **Article 30**

1. If
  - a. a (further) archaeological survey must be carried out by and/or on behalf of the government and/or competent authorities and that survey and/or the results of this survey lead to a delay in construction; and and/or
  - b. during the execution of the demolition work and/or the building preparations, more contaminants are found than appears from the survey and on the basis of which (additional) remediation work has to be carried out and these remediation activities lead to a delay in construction,

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Developer initials:

Buyer initials:

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the circumstances referred to under a. and/or b. above, both jointly and separately hereinafter referred to as the "Delay", the following applies.

2. The time periods referred to in this agreement that are related to the start of construction and/or the progress of construction and/or the start of counting of workable days will be suspended, hereinafter called the "Suspension", until the date on which the Delay has ended and construction can actually commence or continue without hinder.
3. Developer will inform Buyer in writing and keep Buyer informed within 10 working days after the Delay has occurred, failing which no Delay and/or Suspension will apply.
4. If the Delay commences in the period between the start of construction and the Transfer, Buyer will during the period of the Delay not owe any compensation or interest to Developer for any instalment(s) of the contract sum that have already been invoiced but have not yet been paid, contrary to the article on "Instalments and payment schemes" in this agreement.
5. If the Delay, and as a result the Suspension, lasts longer than 3 months, both Buyer and Developer are entitled to invoke termination of the present agreement by registered letter or fax message with confirmation of dispatch addressed to the other party, unless in that case the Transfer has already taken place or, in the case of a transfer with transfer tax, construction has already started within the meaning of the General Conditions.
6. Developer has the authority referred to in paragraph 5 to terminate the present agreement even if the building plan as a result of the under paragraph 1(a) and/or (b) of this article cannot be realised or cannot be realised without changes being made or the additional costs involved with changed realisation are not acceptable to Developer.
7. The termination referred to in paragraphs 5 and 6 of this article explicitly does not apply between the parties as an attributable failure in the performance of the present agreement and will not give rise to a claim for compensation of costs, loss or otherwise for either party.

### **Stichting Klantgericht Bouwen (SKB)**

#### **Article 31**

We would like to inform you about the use of your data for a customer satisfaction survey among buyers of new houses/apartments. This survey is carried out by Stichting Klantgericht Bouwen ("SKB") based in Zoetermeer by sending you a questionnaire. The data collected in the customer satisfaction survey are shared with Seller of your house/apartment ("Developer"), but are also used by SKB. The data processing is subject to the privacy regulations of SKB, which will be sent to you at the same time as the questionnaire. The goal of the customer satisfaction survey is to measure the appreciation of you, as a buyer, of a house/apartment and to be able to assess the services of Developer. At the end of the questionnaire, you will also have the opportunity to fill in review questions that are published per Developer on the Internet, via Bouwnu.nl.

The aim of Stichting Klantgericht Bouwen is to measure and improve the quality delivered (in the case of new owner-occupied houses/apartments). The Foundation does not have a profit motive.

I consent to the provision of my name and email address to SKB for the aforementioned survey.

### **Key transfer**

#### **Article 32**

The keys to the house will only be handed over to Buyer after Buyer has fulfilled all financial obligations, including (any) additional work, arising from this agreement and has signed the delivery report.

### **Delivery**

#### **Article 33**

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Developer initials:

Buyer initials:

1. At the time of delivery, Developer will transfer the keys to Buyer provided that all payments due by Buyer to Developer have been received. If the keys are not transferred to Buyer and the house is not made available to Buyer because the latter has not fulfilled all its obligations towards the Developer, the date of the delivery report will be regarded as the date of delivery.
2. If Buyer does not comply with the timely invitation of Developer to be present at the delivery, Developer will immediately invite Buyer for a delayed delivery within 14 days after the initial delivery time. If Buyer again fails to be present, the house will be delivered at that time and the official report of delivery drawn up by Developer will be binding on both parties unless there is evidence to the contrary. Buyer may receive the key from Developer after signing the delivery report and after having fulfilled its payment obligations.
3. To assess whether or not the agreed number of workable days has been exceeded by Developer, the day by which Buyer was first invited by Developer for the delivery will be counted as the delivery date.
4. If (at the time of delivery) no agreement is reached between Developer and Buyer on the list of possible defects and shortcomings, the various points of view will be included in the delivery report, stating the reasons as far as possible. The difference of opinion on the list of possible defects and shortcomings does not, in principle, stand in the way of delivery. Developer will remedy the defects and shortcomings acknowledged by it and, in the event of a dispute, those acknowledged by arbitrators at Buyer's request, in accordance with the "REPAIR DEFECTS" provisions of the General Conditions accompanying this agreement.

## **Authentication**

### **Article 34**

Contrary to the provisions under preamble I of the building contract, the "technical description and drawing(s) and change schedules, if present" referred to there have not been certified by both parties, but have been authenticated by Developer and subsequently filed with Notary.

Buyer declares that it has received a copy of both the documents referred to under preamble I of this agreement and the documents referred to below in the statement of receipt. Developer declares that the documents filed with Notary are identical to the documents received by Buyer.

## **Environmental permit**

### **Article 35**

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.

## **Overhang**

### **Article 36**

Partly in connection with additional work options, easements will be established by deed of transfer to the individual acquirers, subject inter alia to the following:

The easement of overhang: entailing the obligation of the owner of the servient plot to tolerate that the building plan existing at the time of the execution of the deed of transfer may result in any house to be built on the dominant plot being built partly on or over the servient plot, or parts of the foundations or pipelines belonging to the house in question being partly installed in the servient plot;

The easement of support and anchoring: entailing the obligation of the owners of the servient plot to tolerate that the building plan existing at the time of the execution of the deed of transfer may result in beams, anchors, etc., being installed in its plot of land.

## **Parking space**

### **Article 37**

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Developer initials:

Buyer initials:

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As part of this agreement, Developer will realise a parking space and deliver it to Buyer on the basis of which Buyer acquires the exclusive use thereof on account of the apartment right referred to in preamble I of the purchase agreement, which forms an integral part of this contract. No guarantee applies to the realisation of the parking space, be it from Woningborg or otherwise.

### Separated sewer and (rain)water drainage system

#### Article 38

In connection with the separate sewerage system to be installed and the discharge of (rain)water directly into open water in the surrounding waterways, Buyer will not be permitted to carry out activities in the public area or property sold whereby dirty water will be discharged directly or via the sewerage system into open water (e.g. car washing).

Signed in Nieuwegein

on     /     / 2020

Developer:

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O.J.M. Senden-Silverentand

Signed in Eindhoven

on     /     / 2020

Buyer:

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Developer initials:

Buyer initials:

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**CERTIFICATION FORM**

**PUUR Wonen in Meerhoven**

**Construction numbers 1 to 56**

**Project number <number>**

The following appendices, of which Buyer declares to have received a copy, are part of the building contract concluded on <date> with contract number <number>:

Buyer declares to have received a copy of the following documents, which form an integral part of this agreement:

1. the General Conditions for the building contract for single-family housing (project-based construction), adopted by Woningborg N.V. on 1 January 2020;
2. the General Notes to the building contract for single-family housing (project-based construction) and associated General Conditions, adopted by Woningborg N.V. on 1 January 2020.
3. the Woningborg guarantee scheme for new construction 2020 and its Annex A, version 01/01/2020.
4. The technical description with the corresponding colour and material schedule dated ...
5. The legal situation drawing dated ...
6. The sales drawings per construction number dated ...
7. Buyer's option manual dated ...
8. Option book dated ... and accompanying drawings dated ...

Signed in **Eindhoven**

on - - **2020**

Buyer:

  
  

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Developer initials:

Buyer initials: