

DEFINITIONS

1. **Purchase-/ contracting agreement** shall be understood in these provisions as the written purchase-/ contracting agreement which in accordance with these provisions are applicable.
2. **Acquirer** shall be understood in these provisions as the person who in accordance with the purchase-/ contracting agreement is the buyer and the principal and who is designated as acquirer in that agreement.
3. **Contractor** shall be understood in these provisions as the person who in accordance with the purchase-/ contracting agreement is seller and contractor and who is designated in that agreement as contractor.
4. **Notary** shall be understood in these provisions as the notary designated in the purchase-/ agreement.
5. **House** shall be understood in these provisions as the building(s) mentioned in the purchase-/ contracting agreement the construction or completion of which has been assigned to the contractor by the acquirer and which is involved in the splitting as meant in the consideration of the purchase-/ contracting agreement.
6. **Apartment right(s)** shall be understood in these provisions as the apartment right(s) sold by the purchase-/ contracting agreement.
7. **Private section** shall be understood in these provisions as the section or the sections of the building and the land belonging to it, which as is evidenced by the deed is/are intended to be used as separate whole.
8. **Common sections** shall be understood in these general provisions as the sections of the building as well as the land belonging to it, which are as evidenced by the deed not intended to be used as separate wholes.
9. **Common matters** shall be understood in these general provisions as all matters that are intended to be used by all owners or by a certain group of owners in so far not falling under the common sections.

THE CONTRACTOR:

THE ACQUIRER:

ARTICLE 1 OBLIGATIONS OF THE CONTRACTOR IN CASE OF SALE

- 1.a. The apartment right(s) will be completely in accordance with the (draft) deed of splitting mentioned in the purchase-/ contracting agreement. The contractor is obliged to transfer the apartment right(s) free of all special charges and restrictions, with the exception of the ones the acquirer has explicitly accepted.
- 1.b. In case the land involved in the splitting might turn out to contain pollution which may harm the health of man, animal and/or plants, the acquirer has the right to call in or demand the dissolution of the purchase-/ contracting agreement, unless the reasonableness and fairness opposes same on account of the minor seriousness of the pollution and/or the contractor commits himself to take fitting measures for his own account for the removal of the pollution, *casu quo* the harmful consequences of same, this without prejudice to the right of the acquirer to compensation, in case there would be grounds for it.
2. In the deed of delivery will be inserted – in so far with respect to this it has not been provided otherwise in the purchase-/ contracting agreement:
 - a. the usual provisions, occurring in deeds of delivery;
 - b. all common ownership and easements for the benefit and burden of the apartment right(s);
 - c. all rights and obligations as are required to legalise the actual situation of the building with the land belonging to it or the complex with the land belonging to it which the building is part of;
 - d. all such obligations as with respect to the acquisition of the apartment right(s) and of the building with the land belonging to it resting on the contractor in so far the contractor is obliged to impose them on the acquirer.

ARTICLE 2 PROPERTY CHARGES

1. Without prejudice to what is further provided in these provisions the property charges and taxes resting on the apartment right(s) as well as benefits come for the account or *casu quo* for the benefit of the acquirer from the date of the deed of delivery or from the date of possibly earlier occupation.
2. The share in the debts and costs, which as a result of what is laid down in the deed of splitting or indicated regulations, are for the account of the collective owners as well as the share in such benefits in for the account *casu quo* for the benefit of the contractor until the date of delivery of the private section or until the date of possibly earlier occupation of that section.

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ARTICLE 3 CHANGES IN THE GROUND PLAN

1. In case the contractor, as a result of some government regulation or any other well-founded reason, changes the situation of the building with respect to the ground plan applicable as a result of the purchase-/ contracting agreement, he will deposit the changed ground plan with the notary appointed for the purpose and hand it to the acquirer.
2. From such a change the contractor can never derive the right of additional payment.
3. In case the change is drastic to such an extent that there is question of a substantially different situation, the acquirer is authorised to call in the dissolution of the agreement.
4. In case the acquirer thinks he can claim, for the aforementioned reasons, the dissolution of the purchase-/ contracting agreement, he shall inform the contractor of this within two weeks after the changed ground plan was handed to him, in writing – in case of dissolution by registered letter with notice " return signature" or by telefax with forwarding confirmation.

ARTICLE 4 SIZE OF PURCHASE-/ CONTRACTING AGREEMENT

1. The part of the building already finished when the purchase-/ contraction agreement is entered into, is considered to have come about as a result of the contract included in the purchase-/ contracting agreement.
2. The delivery of the apartment right(s) partly of completely finished, does not serve to discharge parties of their mutual obligations ensuing from the contracting agreement.

ARTICLE 5 CHANGES UPON THE INITIATIVE OF THE CONTRACTOR

The contractor has the right to make the changes during the construction in the building plan the necessity of which appears during the construction, provided these changes do not detract from the value, quality, appearance and usefulness of the building casu quo the private section; these changes shall not give either party the right to ask for compensation of less of extra costs.

The contractor shall register the changes, unless they are of minor nature, on a list which is upon the request of the acquirer available for perusal.

ARTICLE 6 CHANGES BY ORDER OF THE ACQUIRER

1. The acquirer may request the contractor to make changes in the private section in deviation from the drawing or the technical description .
Such a request shall be accompanied by a request for a statement of the cost of these changes.
2. The contractor has the right to dismiss such a request if, in his opinion:
 - a. in view of the stage of the construction the request must be considered undesirable or, as the case may be, the progress of the total construction is slowed down by it.
 - b. the changes are in violation of the set-up of the building plan or with the standards with which the private section of the building must comply.

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3. In case none of the cases mentioned in the preceding paragraph of this Article occur, the contractor states the price of the change requested in writing and the point in time of its payment, as well as the statement about the consequences, if any, they may have and if there is occasion for it statement of the number of days on which work can be done with which the term for delivery will be extended as a result. The change becomes part of the building plan if the acquirer declares in writing within a week that he goes along with it. The extension of the term for delivery, if any, ensuing from the extra work is for the risk of the acquirer.
4. The acquirer is not permitted to have extra work done and changes made by third parties before the delivery, other than after having received permission from the contractor.

ARTICLE 7 PASSING ON OF WAGE AND PRICE INCREASES

1. Passing on of less or extra costs as a result of changes in wages, social security premiums and prices of materials are excluded.
2. In case the government changes the rate of the turnover tax, passing on will take place between parties in accordance with the legal regulations in the matter.

ARTICLE 8 INSURANCE

During the construction / finishing the building remains for the risk of the contractor. The contractor is obliged to keep the building up to one month after the general delivery sufficiently insured.

ARTICLE 9 NATURE OF THE CONTRACTING AGREEMENT

1. The contractor guarantees that the finishing will be done together with the persons towards whom he also entered into the obligation constructing / finishing the building or will enter into, has agreed, casu quo will agree, in accordance with the (draft) deed of splitting, the technical description and the drawing which belong to the agreement.
2. The obligations of the contractor ensuing from the contracting agreement entered into with the acquirer form, with respect to the delivery of the building, an indivisible commitment which he is obliged to fully comply with towards the acquirer.

ARTICLE 10 INSTALLATION AND USE OF UTILITIES

1. In the execution of his assignment the contractor shall give his co-operation to or as the case may be give the opportunity for making and or installing facilities of general utility, or upon the instruction of public or non-public utility companies, for the supply of electric energy, water and telephone connections and such. The acquirer is obliged to tolerate the presence of these facilities.
2. The connection costs and the costs of occupation, if any, with respect to electrical energy, water, telephone and television are for the acquirer's account.
3. The costs of use of water and electricity with respect to the private section are until the day of delivery as meant in Article 11, paragraph 4 of these general provisions for the contractor's account.

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4. The costs of the consumption of gas, water and electricity with respect to the common sections are until the day of the general delivery for the contractor's account.

ARTICLE 11 DAYS ON WHICH WORK CAN BE DONE AND DELIVERY

1. Working days are considered unworkable when by circumstances beyond the control of the contractor no work can be done by the greater part of the employees or machines during at least five hours. Not considered as working days are generally recognised, by the government or in pursuance of collective labour agreements, resting days, holidays and other days off.
2. In case the contractor has not within three months after the date of the signing of the purchase-/ contracting agreement by the acquirer, started on the construction of the building and has neither made a start on it within fourteen days after being declared in default in writing by the acquirer, the acquirer has the right to call in the dissolution of the purchase-/ contracting agreement. The calling in of the dissolution shall be done by registered letter with notice "return signature" of by telefax with forwarding confirmation.

The contractor shall then pay back to the acquirer within four weeks after the statement of dissolution has been brought to his notice all payment made to him with respect to the purchase-/ contraction agreement.

3. The contractor is obliged after the start of the construction to continue the work regularly.
4. As date of delivery of the private section in the purchase-/ contraction agreement does the point in time count on which the acquirer has taken receipt of the keys for that private section and the common sections and matters can be used for the benefit of the private section, safely and permanently. Damage which occurs to the mutual area as a consequence of the use of the private section is not the responsibility of the contractor
5. By exceeding the number of days on which work can be done as described in Article 5, paragraph 1 of the purchase-/ contracting agreement and also if a delivery of the private section already announced by the contractor will be postponed, the contractor will, after having been declared in default in writing by the acquirer get the opportunity to still effect the delivery in a month; after this term a compensation of \$ 50.—per calendar day will be due. This compensation may be settled against the term(s) still due.
6. Private section delivery shall be understood in the purchase-/ contracting agreement as the delivery of the private sections by the contractor to the acquirers, after a report has been drawn up of shortcomings, if any.

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ARTICLE 12 REPAIR OF SHORTCOMINGS

1. The contractor commits himself to repair shortcomings, if any, as inserted in the reports as mentioned in Articles 11.6 and 11.7 of these general provisions without delay, but within one month after the respective dates of delivery at the most. Repairs which cannot be done without delay in connection with the weather conditions will be completed as soon as possible, weather permitting.
2. In case of external imperfections which are the result of nature and quality of the materials used (for instance shrinkage cracks) does not give the acquirer grounds for redress.

ARTICLE 13 MAINTENANCE PERIOD WITH WARRANTEE AND LIABILITY OF THE CONTRACTOR

Without prejudice to his obligations as meant in Article 14, paragraph 1, the contractor guarantees directly in pursuance of these provisions the building and the private sections during a month after the date of delivery against the shortcoming come to light in it. The acquirer shall make complaints known to the contractor within the warrantee period mentioned, in which case the contractor will proceed to the necessary repair without delay.

ARTICLE 14 OCCUPATION BEFORE DELIVERY

1. The acquirer has no right to put the private section into use, or have it put into use before the delivery and before the payments of the amounts he owes have been paid by him, without written permission from the contractor.
In case of infringement the acquirer owes the contractor an amount of \$ 100.—for each day that the infringement continues without any proof of default being required.
2. Before the private section has been delivered to the acquirer he can only transfer the rights and obligation ensuing from the agreement for him to third parties in case the contractor accepts this third party and a deed is drawn up between the acquirer and the third party. Such a take-over has legal consequences.

ARTICLE 15 PENALTY CLAUSE AND SUBSTITUTION

In case one of the parties, even after written summons, remains in default to co-operate with the execution of the deed of delivery, whereas the other party has met his obligations, the negligent party owes the other party a fine which is equal to ten per cent of the purchase-/ contracting sum, without prejudice to the right of the non-negligent party to call in the dissolution of the purchase-/ contracting agreement or to demand compliance. The calling in of the dissolution shall be done by registered letter with notice "return signature" or by telefax with forwarding confirmation.

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In case the contractor dies after entering into the agreement or becomes permanently unfit for work, the contractor may substitute another contractor of the same quality for the execution of the contracting agreement, whereby the construction term may be extended by 3 months without parties being able to derive any damage or other rights from this.

Thus signed in, on-....-2008

THE CONTRACTOR:

THE ACQUIRER: