

- The PURCHASER obtaining one or more loans, governed by Book 3, Title 1, Chapter 3 of the French Consumer Code relating to home loans, for a total amount of:

The purchaser must make (number): [] simultaneous applications for loan(s) with a minimum term of: []
and a maximum interest rate of: []

in particular with the following entities:

and to justify this immediately to the DRAFTSMAN. They shall also immediately inform the DRAFTSMAN, by any means, that they have obtained their loan(s), providing all the necessary supporting documents. The PURCHASER declares that their resources allow them to apply for these loans and that they intend to contract them on terms compatible with their ability to repay. The Purchaser must follow the review of their application, accept any additional insurance premium and, in general, must do everything possible to obtain the loan defined in the above conditions.

This condition must be fulfilled before (minimum 30 days): []

(if no date is given, the loan(s) must be granted no later than the date stipulated for notarisation of this contract in the completion paragraph). The PURCHASER must provide proof of this to the draftsman within eight days of obtaining the loan(s). In order to fulfil the condition precedent, the loan(s) must be obtained no later than the date indicated above.

This condition shall be deemed to have been fulfilled as soon as a loan offer, even subject to taking out insurance, has been issued by a bank or financial institution and sent to the seller or the draftsman by any means.

The PURCHASER undertakes to submit, within a maximum period of thirty days from the date hereof, the number of loan applications stipulated in the special terms and conditions, covering the total amount of the sum to be financed by a loan from each of the above-mentioned bodies, and to justify this immediately to the DRAFTSMAN.

If the loan is not obtained within the aforementioned period, and notwithstanding Article 1304-4 of the French Civil Code, which stipulates that "A party is free to waive the condition stipulated in its exclusive interest, as long as it has not been fulfilled", the parties agree that the expiry of the period for fulfilling the condition precedent stipulated above in favour of the purchaser alone shall not automatically render the present contract null and void.

In fact, until the date stipulated for the reiteration of this contract by deed, the purchaser may waive the benefit of the legal condition precedent set out in Article L 313-41 of the French Consumer Code, either by accepting offers of loans, which may or may not be on less favourable terms than those set out above, by notifying these offers and their acceptance to the notary responsible for drawing up the deed of sale, or by expressing an intention contrary to that expressed above, i.e. to no longer take out a loan, and by adding to this new intention the handwritten note required by Article L 313-42 of the aforementioned Code; in this case, this new intention and the statement would be made in writing and sent to the notary responsible for drawing up the deed of sale.

Once the date set for reiteration by notarial deed has passed, and the PURCHASER has not been able to provide proof of financing enabling them to purchase the property, the present contract shall be deemed to have been cancelled ipso jure, with each party resuming their full freedom without there being any need for this cancellation to be recorded either judicially or by notarial deed.

It is expressly agreed between the parties that, in order to be admissible, any refusal of a loan must contain at least the following information: the date on which the complete application was submitted to the financial institution, the amount of the loan requested and the term; for each of the institutions mentioned in the special terms and conditions.

On the other hand, if the failure to obtain the loans is due to fault, negligence or any abuse of rights on the part of the PURCHASER, as in the case of conduct or hesitation likely to hinder the examination of the applications or the conclusion of the loan agreements, the SELLER may ask the court to declare the condition precedent for obtaining the loan fulfilled, in application of Article 1304-3 of the French Civil Code: "The condition precedent is deemed to have been fulfilled if the person who had an interest in it prevented it from being fulfilled."

