

SELLER'S DECLARATIONS

The SELLER declares:

• That the origin of the property is in order and that they shall provide the notary in charge of executing the present deed with the documentary evidence, title deeds and documents required to draw up the notarised deed

They have acquired the property of:

by deed received from Maître:

dated

- That they have the capacity to dispose of the property and rights, which are the subject of this sale, with any costs arising from a division of ownership being borne by them, unless otherwise agreed in the "special conditions" paragraph
- That the property sold is not encumbered by any mortgage registration other than that guaranteeing the existing loans; in this case, they shall release the mortgage at their own expense. In the event that the seller does not release the property or agree to release it prior to the deed of sale, the sale shall be cancelled ipso jure.
- That there are no legal, judicial, conventional or contractual obstacles or restrictions on their part to the free disposal of the property sold; that they have not omitted any information likely to be useful to the purchaser.
- That they are not aware of any latent defect(s) or of any element that could render the property unfit for its intended use.
- That there are no apparent defects in the structural or finishing work.
- That the use and operation of the various installations and equipment are entirely satisfactory.
- That the property sold does not come from a division prohibited by Article L.111-6-1 of the French Building Code.
- If the building is less than ten years old: that it is covered by "damage-ouvrage" insurance (Damage to works insurance) (art. L.242-1 of the French Insurance Code).
- Where applicable, that the pool is fitted with a standardised safety device, in accordance with Articles L.128-1 and R.128-1 and following of the French Building Code (CCH).
- To their knowledge, the building contains no termites or other wood-eating insects. If the building is located in a contaminated or potentially contaminated area, they will provide a parasite report that is less than six months old.
- To their knowledge, no occupant of the building has been affected by lead poisoning. The parties acknowledge that they have been informed by the draftsman of the provisions of Articles L.1334-1 and following, and R.1334-1 and following, of the French Public Health Code. If the property was built before 1 January 1949, a report on the risk of exposure to lead is appended hereto.
- That, to their knowledge, the building has not suffered any loss giving rise to the payment of compensation pursuant to Article L 125-2 or Article L.128-2 of the French Insurance Code.
- **That the information provided is sincere, true and complete and that they have not omitted any information likely to impair the peaceful enjoyment of the property or reduce its value.**
- That the insurance policies taken out by themselves in respect of the property sold shall be terminated at the earliest on the date on which these terms and conditions are reiterated in a notarial deed.

