

Sales information for parties interested in a house or an apartment in the De Werf bij De Sluis project in Muiden.

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### 1. INTRODUCTION

#### 1.1. **The project 'De werf bij de sluis in Muiden' ('The wharf at the Muiden lock') is currently being developed in Muiden.**

This project consists of 51 houses and apartments with its own underground car park and a pertaining outside area. A small marina is being developed right next to the project with access to the IJsselmeer in only a few minutes.

This sales information includes information about the houses and apartments in this project, how the individual houses and apartments will be sold, various aspects with regard to the purchase and financing of a house or apartment, the development of the project and the possibility of using a mooring in the marina.

#### 1.2. **Estate agent and personal online home file**

If you are interested in purchasing a house or apartment in the project, please contact Heeren Makelaars, Stadionweg 75, 1077 SE Amsterdam, tel. +31(0)20 4702255. The estate agent will be happy to provide you with further information (which can also be at a personal appointment) and will also set up your personal online housing file with regard to the project at your request. You can also find information about the latest state of affairs regarding the project on [www.dewerfbijdesluisinmuiden.nl](http://www.dewerfbijdesluisinmuiden.nl) (further: 'project site').

#### 1.3. **Separate purchase-contracting**

The sale and transfer of title of the apartment rights (that gives the right to own a detached house, a semi-detached house or an apartment) will be carried out by Schoutenwerf B.V. (further the 'seller'). The seller is not responsible for the demolition and development of the project. The demolition of the existing buildings and the structural and technical development of the entire project and everything related to it will be carried out by du Prie Bouw en Ontwikkeling B.V. (further the 'developer'). Therefore, in this case, entering into an agreement with the seller with regard to the purchase of an apartment right (further 'purchase agreement(s)') is a separate matter from the agreement which will be concluded with the developer with regard to the demolition of the existing buildings and the development of the individual houses/apartments (further the 'building contract(s)'). This is a 'separate purchase-contracting' which is customary for such projects (see also section 8 of this sales information).

### 2. OVERVIEW OF APARTMENTS, HOUSES, PARKING SPACES AND MARINA MOORINGS

2.1. The project includes a total of 51 detached houses, 'semi-detached' houses and apartments with 92 parking spaces in the underground car park, five parking spaces on the pertaining outside area (ground level) and three parking spaces on the pertaining outside area of the houses number 45 (one parking space in the pertaining garage at ground level and one parking space at ground level) and number 46 (one parking space at ground level). The project site contains an overview and description of these individual houses and apartments with the corresponding parking spaces.

2.2. A marina will be developed with approx. 41 moorings directly adjacent to the project. The moorings in the marina are primarily intended for rental to the owners and users of the detached houses, semi-detached houses and apartments. Therefore, if you wish to rent a mooring as the owner of an apartment, the owner of the marina will give you the opportunity to do so if and insofar as moorings are available. For further information regarding renting a mooring, see section 6 of this sales information.

### 3. TIMETABLE

- 3.1. A provisional timetable has been drawn up with regard to the sales procedure, the formation of the purchase agreements and building contracts as well as the start of construction, development and completion of the project. This provisional timetable is also posted on the project site. It is possible that this provisional timetable may be adjusted in the meantime. Any adjustments to this provisional timetable will also be posted on the aforementioned site.

The projection of the timetable will be posted on the aforementioned site before the start of the sales procedure. The various dates with regard to the start and the course of the sales procedure are then fixed. The actual dates with regard to the development of the project (construction start, completion, etc.) may differ slightly from the dates given in the projection of the timetable.

### 4. SALES PROCEDURE, ENTERING INTO PURCHASE AGREEMENT AND BUILDING CONTRACT, TRANSFER

#### 4.1. Introduction

The purchase price for the apartment right and the contract price for an individual house or apartment are determined in advance and combined to make one asking price. Parties interested in a house or apartment are invited to register for one or more houses/apartments. This section 4 provides an explanation of how to register for a house or several houses/apartments, the further course of the procedure, the conclusion of the purchase agreement with the seller and the conclusion of a building contract with the developer.

An overview has been drawn up with regard to the individual houses and apartments showing the various asking prices of these houses and apartments. The asking price consists of an amount that must be paid to the seller and an amount that must be paid to the developer. You can find this overview of asking prices on the project site..

#### 4.2. Preparatory meeting with the estate agent

The estate agent will be happy to provide you with further information about the project at a personal appointment. If you are interested in a preparatory meeting after looking at the sales information and project site, please contact Heeren Makelaars, Stadionweg 75, 1077 SE Amsterdam, tel. 020-4702255 to schedule an appointment.

#### 4.3. Registering for one or more houses

You register for one or more individual houses or apartments via your personal online home file, which the estate agent sets up for you at your request. After you have logged into your home file, you will be given the opportunity to register for one or more houses or apartments. You can register for a maximum of four houses/apartments.

The following is important with regard to registering for an individual home:

- a. The asking price concerns the purchase price for an apartment right and the contract price for a house or apartment together. When the purchase agreement and building contract are entered into with you, the seller and the developer will divide the total agreed sum into a separate purchase price and contract price.
- b. The asking price is an amount 'no additional costs payable by the purchaser'. See section 5.4 for clarification.
- c. With your registration you can indicate whether you wish to include a financing arrangement clause. If you indicate this, any purchase agreement and building contract to be concluded with you will be entered into under such a clause. See section 4.7 for clarification.

#### **4.4. Award after registration**

The estate agent will inform you whether you have been awarded an apartment right for which you have registered. There is no communication on the awarding procedure. The seller of the apartment rights reserves the right to award at all times. That means that the seller of the apartment rights may decide at any time whether to sell to a particular party or not. The seller is therefore always free not to accept the offer you have made (through your registration). If there are multiple registrations on the same building number, the seller has the option of inviting everyone to make a final proposal.

The purchase agreements with the seller respectively the building contract with the developer are only formed by signing these written agreements. Before that the seller respectively the developer has no obligation to enter into these agreements.

#### **4.5. Entering into written purchase agreement and building contract**

If you have been awarded an apartment right, and when you are notified of this award you will be invited by the agent to enter into the written agreements with the seller and the developer respectively. Entering into and signing these agreements will take place before civil-law notary H.J.M. van den Eerenbeemt, Holdinga Matthijssen Kraak B.V., Apollolaan 153, 1077 AS Amsterdam, tel. +31(0)20 305 2600. Drafts of the purchase agreement and building contract will be posted on the project site. [The draft is based on the model building contract of Woningborg (version 2016).] There is a possibility that these models will be adjusted by the seller respectively the developer.

By signing the purchase agreement you undertake to pay the purchase price to the seller and by signing the building contract you undertake to pay the contract price to the developer. These payments are explained in section 5. You will receive a copy of both signed agreements. The civil-law notary keeps the original agreements.

#### **4.6. Deposit**

In connection with entering into the purchase agreement and building contract, you are obliged to pay a deposit to the civil-law notary or to provide a bank guarantee under the conditions as set forth in the purchase agreement and building contract.

#### **4.7. Financing arrangement clause**

When registering you have the option to indicate that you wish to use a financing arrangement clause. If you have indicated this, the purchase agreement and building contract with you are entered into under this financing arrangement clause. Under this clause you have the option of cancelling the purchase agreement and building contract if you are unable to obtain a mortgage or other financing from a lender within a period of two months after signing the purchase agreement and building contract for the purpose of paying the purchase and contract prices. The exact content of the financing arrangement clause to be applied is included in the models of the purchase agreement and building contract that will be posted on the project site.

#### **4.8. Reservations in the purchase agreement and building contract**

The purchase agreement and building contract contain a number of reservations (resolutive and/or suspensive conditions) for the seller and/or the developer. In main outlines, these are the following clauses

- a. If a purchase agreement is entered into with you, you are also obliged to enter into the building contract for your house or apartment and vice versa. In the event that you do not enter into the second agreement or in the event of any termination (until the time that an apartment right is delivered to you) of one of the two agreements, this will also result in termination of the other agreement.
- b. With regard to the sale and development of the project, a presale threshold applies, based on which at least 44 of the detached houses, semi-detached houses and apartment rights must be sold unconditionally as at 1 October 2020. If this is not the case, the seller has the option, but not the obligation, of cancelling the purchase agreements already entered into, in which case the building contracts already entered into will also be cancelled.

- c. In order to divide the project into apartment rights (as described in section 7), a division permit is required from the municipality of Gooise Meren, which the seller will apply for from the municipality of Gooise Meren. If the division permit is not granted and this results in the fact that the land pertaining to the project cannot be divided into apartment rights, the seller has the option of cancelling the already concluded purchase agreements, in which case the already concluded building contracts will also be cancelled.
- d. Finally, a certificate must be obtained from Woningborg for a project. If this certificate is refused, the building contract will be cancelled by operation of law, unless the buyer indicates to the developer within fourteen (14) days that he wishes to uphold the building contract. If the building contract is cancelled, the already concluded purchase agreement will also be cancelled

The exact content of the aforementioned reservations, subject to change by the developer and/or seller, is included in the models of the purchase agreement and building contract that will be posted on the project site.

#### **4.9. Reflection period**

If you purchase a house/apartment as a private individual, you have a reflection period of one calendar week based on the purchase agreement. You have the same reflection period when entering into a building contract for a house. This reflection period starts (for the relevant agreement) on the day following the day that you have received the relevant agreement signed by all parties (or a copy of it). During this reflection period you can still unilaterally cancel or terminate the purchase agreement and building contract.

#### **4.10. Transfer of title, civil-law notary**

The period in which the transfer of title of an apartment right that you have purchased will take place before the civil-law notary can be found in the timetable referred to in section 3. How this date of transfer of title will be determined will be agreed with you in the purchase agreement.

The seller has appointed a project civil-law notary for the transfer of ownership (sale and transfer of title) (H.J.M. van den Eerenbeemt, Holdinga Matthijssen Kraak B.V., Apollolaan 153, 1077 AS Amsterdam tel. +31(0)20 305 26 00). This means that the buyer is not free to choose his/her own civil-law notary for the transfer of owner

## **5. PURCHASE PRICE AND CONSTRUCTION INSTALMENTS, NO ADDITIONAL COSTS PAYABLE BY THE PURCHASER, FINANCING**

#### **5.1. Introduction**

The total sum agreed on with you for the purchase of your apartment right and the development of your house or apartment will be divided by the seller and the developer into a separate purchase price and contract price. This purchase price for your apartment right and this contract price for your house or apartment are both 'no additional costs payable by the purchaser'. This section 5 further explains the above and provides further information about the tax deductibility of certain costs and the possibility of obtaining financing.

#### **5.2. Purchase price**

Pursuant to the purchase agreement entered into with you, you owe the seller the purchase price. This purchase price relates to the purchase of an apartment right. At the time of the transfer of title of this apartment right, you must pay this purchase price through the civil-law notary

### 5.3. Contract price and construction instalments

Under the building contract concluded with you, you owe the developer the contract price. Part of this contract price includes the planning costs (the costs related to the development and design of the project). The total contract price will be charged to you as well as a separate invoice for planning costs in consecutive construction instalments pro rata the progress of the construction. The instalment scheme according to which the construction instalments are due is stated in the building contract which will be posted on the website. If at the time of transfer of title of the apartment right to you construction has already started (therefore not on the demolition of existing buildings) and therefore you already owe construction instalments, these must be paid at the same time as the purchase price.

The first construction instalment and the planning costs are charged on the notarial transfer. You will receive an invoice each time the construction has progressed to the point that one of the construction instalments falls due. You send the signed original as soon as possible together with the form associated with your financing to your financier (mortgage bank or other lender), which then pays the instalments. This procedure may differ per financier. If you pay for the home from your "own funds", you transfer the amount to the developer within 14 days. In the event of late payment, you owe default interest as specified in the building contract.

### 5.4. No additional costs payable by the purchaser

The purchase price and the contract price of your house or apartment are at no additional costs payable by the purchaser. No additional costs payable by the purchaser means that the costs mentioned below that are related to the purchase price of your apartment right or the contract price of your house or apartment respectively are included in the purchase or contract price.

Costs included in the purchase price of your apartment right:

- Purchase price for your apartment right(s).
- Notarial fees for purchase and transfer, including the costs of registering the notarial deed of transfer at the Land Registry.-
- Any transfer tax owed with regard to the transfer of title
- Agent's commission in connection with the sale and selling costs.
- Land Registry survey and division into apartment rights (including setting up Owners' Association).
- First right to rent of a mooring in the marina (see section 6)

Costs that are included in the contract price of your house or apartment:

- Construction and installation costs (including kitchen, bathroom/toilet and construction period interest)
- VAT (currently 21%, any changes are charged on to the buyer).
- Architects' fee, constructor's fee and other consultancy fees
- Planning application charges.
- One-off connection costs of your house or apartment to the water network, the sewer, district heating, the cable network, the telephone network and the electricity network.
- Guarantee certificate from the Woningborg Guarantee and Warranty Scheme.

The purchase price or contract price do not include:

- Costs of any agent (buying agent) that you may have engaged yourself.
- Costs of agreed additional work and/or other personal extra wishes (see section 9).
- Financing costs. This could be a handling fee for a mortgage loan, civil-law notary fees for the mortgage deed and registering the mortgage deed at the Land Registry as well as interest loss during construction. The estate agent will prepare a general overview of these costs at your request.
- Telephone contract and access costs (fibre optic and cable [CAI]) and utilities.

- The costs of renting a mooring in the marina (see section 6)
- Deposit with the Owners' Association (see section 7.5).

### 5.5. Price increases

The purchase price agreed with you in the purchase agreement and the contract price agreed in the building contract are fixed, with the exception of statutory changes to the VAT rate. Wage and material price increases during construction are therefore not passed on

### 5.6. Financing

Financing new build differs significantly from financing existing construction. To gain insight into the financial possibilities, feasibility and affordability, it is possible to have an informative conversation with De Kredietier (Strawinskylaan 17, 1077 XW Amsterdam, tel. +31(0)20 575 33 20), the project's financial adviser. De Kredietier specialises in financing new-build projects and is aware of all the characteristics of the project. Please see the project site for more information.

## 6. MOORINGS IN THE MARINA

### 6.1. Introduction

In addition to the project, a marina will be realised with approximately 41 moorings. These moorings are primarily intended for use by the owners and any users of the houses and apartments which are part of the project. In that regard, agreements have been made with the owner of the marina regarding the rental of these moorings to the owners of the houses and apartments. This section explains the option of renting a mooring.

### 6.2. Renting a mooring (entering into a lease)

The seller of the apartment rights, Schoutenwerf B.V., has agreed with Schoutenhaven B.V. (as the owner of the marina) that Schoutenhaven B.V. will enter into a lease with regard to a mooring at the request of an owner of a house or apartment. As the owner of a house or apartment in the project, you therefore always have the right towards Schoutenhaven B.V. to rent a mooring, at least insofar as moorings are available at the time of your request to enter into a lease. During the sales procedure, all available moorings in that respect are reserved for potential rental to buyers of the houses and apartments in the project. There are approximately 41 moorings available, which means that not all owners of the houses can rent a mooring. Moorings are guaranteed only for the four (4) houses in Block K and you are obliged to enter into a lease for them. This lease (for the Block K moorings) cannot be terminated unilaterally. If not all moorings have been rented out at the end of the sales procedure, Schoutenhaven B.V. is allowed to let the remaining moorings to residents of Muiden and/or other interested parties.

### 6.3. Mooring on delivery of your home

If you wish to rent a mooring from the time that your house or apartment is delivered or the marina is delivered respectively, you can indicate this in your registration. In your registration you can also indicate what size mooring you would like. A list of the rental prices for the moorings – valid for the first year after the delivery of your home – will be posted on the project site. When the seller of the apartment rights responds to your registration, Schoutenhaven B.V. (as the owner of the marina) will indicate whether you can also rent a mooring. If a mooring is made available to you, the lease or rental thereof will take place on the basis of the model of the lease which will be posted on the project site. The lease will be signed at the same time as the purchase agreement and the building contract at the civil-law notary, with the commencement date of the lease not being any earlier than the delivery of your home. If the purchase agreement or building contract with regard to your apartment right are cancelled, the rental agreement will also be cancelled. If a mooring is not made available to you, you will be put on the waiting list for your preferred mooring if you wish.

#### **6.4. Mooring after delivery of home (at a later point in time)**

If you would like to rent a mooring at a later point in time, you can notify Schoutenhaven B.V. of this in writing. If moorings become available Schoutenhaven B.V. will enter into a lease with you regarding a mooring. It has also been agreed with Schoutenhaven B.V. that you are entitled to make a mooring you have rented available to any tenant or other user of your house or apartment. In order to continue to guarantee the possibility of renting a mooring, the aforementioned regulation for the possible rental of moorings will be elaborated in a document containing agreements regarding future rental of moorings. This document elaborates on the extensive arrangement for renting a mooring after your apartment right has been delivered. Schoutenhaven B.V. will operate the marina on the basis of a ground lease. If and insofar as the ground lease ends or is not renewed, the option to rent moorings ends in accordance with the arrangement described above and elaborated in the aforementioned document. The aforementioned document will be posted on the project site.

If you wish to rent a mooring after your home has been delivered (or at a later point in time), this rental will also take place based on the model of the lease which will be posted on the project site.

#### **6.5. Renting a mooring for future sale of house or apartment**

If you were to sell your house or apartment in the future, the buyer (from the time he/she has acquired the title) acquires the same right to rent a mooring or the right to enter into a lease if you have one. However, if you already rent a mooring yourself, you are also permitted to transfer your lease for a mooring by means of contract transfer to the buyer or successive owner. This has the advantage that the buyer can be certain that he/she will also have a mooring available on acquiring the house or apartment even if all moorings have already been rented out. The above has also been further elaborated on in the document containing agreements regarding the future rental of moorings referred to in section 6.4 above.

## **7. APARTMENT RIGHTS, OWNERS' ASSOCIATION (VVE)**

7.1. The entire project is divided into apartment rights. After the completion of the project by the developer, the buyer therefore has an apartment right with regard to a new house or apartment with pertaining parking space. A large number of specific regulations apply to apartment rights. In this section 7, these detailed regulations are only outlined in order to give you a general idea of the regulations that apply if you become the owner of an apartment right in the project

#### **7.2. Introduction**

When you acquire an apartment, a separate statutory regulation applies. This can be found in Section 5:106 and further of the Dutch Civil Code. The special thing about an apartment building is that it has several owners. This requires separate regulations for communal matters such as the foundations, exterior walls, the communal semi-public outdoor area, the car park including all installations, as well as installations pertaining to specific building components such as the lifts in the apartment blocks which all apartment owners can use from the car park

The Dutch Civil Code contains a regulation on the division of the joint costs for management and maintenance. In order to be able to discuss these and other matters with each other and to be able to take decisions on this, the Code makes a so-called Owners' Association ('VvE') mandatory and gives a further elaboration of such a VvE. This association has the legal task of looking after the joint interests of the owners in the apartment building. An apartment owner is automatically a member of the VvE by operation of law.

In addition to these statutory regulations, 'division regulations' always apply, in which the further rules for use and maintenance of the



apartment, etc. are included.

An apartment owner owns a specific share in a building or, as in the case of the Schoutenwerf project, in all buildings involved in this division and the grounds. An apartment right gives the right to the exclusive use of a certain area of a building, such as for example the residential area (private area). In addition, an apartment right gives the right to shared use of the communal areas of a building, for example a lift or stairs.

For the project, it was decided to involve the entire project, i.e., all houses/apartments, the grounds and the parking garage, in one division. Detached houses, and "semi-detached" houses will also be developed in the project but also apartments that are part of a building in which there are several apartments.

### **7.3. Division into apartment rights**

#### **7.3.1. Deed of division and division plan**

The division of the project into apartment rights will be laid down in the notarial deed of division. This deed will be registered at the Land Registry, so that everyone can take note of the contents of that deed. The apartments are precisely described in that deed. Furthermore, it contains the land registry data for the entire complex, as it will exist after it has been developed by the developer. The deed includes the division plan which depicts all apartments, general areas, storage rooms and parking spaces. This plan also shows which areas in the building are for communal use. Legally, the entire complex including the underground garage and the outside area is jointly owned by all owners. In addition, these apartment owners each individually have an exclusive right of use to their own house or apartment and parking space and/or storage area.

#### **7.3.2. Division regulations**

The division regulations will be included in the deed of division. They set out the rules that all owners must adhere to. These rules concern the use of both the communal and private areas of the complex. In addition, they regulate the share in the contribution towards the joint costs for the maintenance of the building. The "Model Regulations for Division into Apartments" (adopted 19 December 2017), issued by the Royal Dutch Association of Civil-Law Notaries, will be applicable to the deed of division for the Schoutenwerf project. These general rules are referred to in the deed of division and additions and/or changes will be made to certain points. The provisions of the division regulations will always remain in force, also for later owners of an apartment right.

### **7.4. Maintenance costs**

The costs of maintenance within the own apartment/house (the parts behind the front door) are always borne by the owner unless and insofar as the division regulations provide otherwise.

The costs for maintenance of, for example, the communal sewer system, rooms and installations are borne by the owners jointly or by a group of owners. The share that each owner must contribute to these costs is stated in the deed of division. Sometimes that is the same for all owners, but often the amount of the contribution varies between the owners depending on the size of their property share in the VvE.

A distribution is included in the deed of division, in which the owners of a detached house or "semi-detached" house can each independently decide on the maintenance of their house insofar as it concerns matters such as the roof, the façades and the frames. The costs for this are also borne independently by the owners of those properties. For the houses/apartments that are part of an "apartment building", these costs and the decision-making authority on this are shared by the users of these homes per building block. The costs of maintenance of the communal grounds are the same for all house/apartment owners.

The association must hold a meeting at least once a year. The communal issues relating to the building, management and maintenance can then be discussed there. The costs of the past year are also definitively determined at that meeting. The meeting also determines the budget for the current and/or upcoming financial year. The owners then contribute a fixed amount each month for the costs stated on this budget.

The first meeting of the VvE is generally organised three months prior to completion by the VvE administrator (on the instructions of the developer) and/or the administrator appointed in the deed of division.

### **7.5. Deposit**

In order to provide the VvE with starting capital, a deposit has been determined per house or apartment and per parking space. This must be paid to the civil-law notary on the date the apartment right is legally transferred to you. The amount is listed in the purchase agreement.

### **7.6. Standing orders**

In addition to the division regulations, the VvE can also draw up standing orders. This may include further special provisions regarding the use of the detached houses, 'semi-detached' houses and apartments, use of the communal areas, etc.

### **7.7. The Owners' Association (VvE)**

#### **7.7.1. Tasks and work of the VvE**

As already indicated above, in the case of a division of apartment rights, there is always an Owners' Association. All apartment owners are automatically members of this VvE. The VvE often has an extensive range of duties, which individual apartment owners can influence by being members. This includes the following tasks:

- the VvE represents the joint interests;
- the VvE is responsible for the management and maintenance of the communal parts of the buildings and installations belonging to the central/communal facilities;
- the VvE ensures that all owners cooperate and pay for management and maintenance in accordance with the distribution formula included in the deed of division; and
- the VvE ensures that all owners are involved in decision-making and that decisions are taken in a fair and democratic manner.

These tasks lead to the following activities:

- keeping members' records and maintaining contact with estate agents and notaries;
- informing owners, organising and taking minutes of the general members' meeting;
- drawing up a budget and determining and collecting the required membership fee (often referred to as service costs);
- managing the VvE's current and savings accounts;
- keeping the financial records and preparing annual reports;
- keeping the building and surrounding public and semi-public areas properly insured;
- dealing with repair requests and damage to the communal facilities;
- preparing and having major maintenance carried out such as paintwork;
- entering into service and maintenance contracts for cleaning and maintenance of the installations belonging to the central/communal facilities for example;

- processing individual requests from owners (for example renovation applications) and checking these requests against the deed of division; and
- managing the access passes for car parks and residential buildings.

To perform these tasks, the VvE appoints a committee consisting of VvE members. In practice, managing a VvE is a lot of work, work that usually requires specific professional knowledge. Almost all VvEs therefore engage a professional VvE administrator. The VvE administrator takes a lot of work off the committee and supports and advises the committee on its other duties. Newomij B.V. (Koningin Wilhelminalaan 31, 1411 EL Naarden, tel. 088 639 66 45) has been appointed as VvE administrator for at least the first financial year after delivery.

### **7.7.2. The VvE committee**

As mentioned above, a committee must be appointed for the association. This is appointed by the VvE and represents the VvE. The maintenance of the building, repairs and such like are entrusted to the committee and the committee manages the funds of the association (formed from the owners' monthly contributions). The committee also convenes the VvE, makes proposals to the owners and is responsible for enforcing the rules laid down in the deed of division. The committee therefore occupies a key position within the VvE.

The VvE committee is usually formed by the owners. This committee is supported by a VvE administrator appointed by the developer (as stated above under section 7.7.1.).

### **7.8. Insurance**

A separate regulation covers the insurance of the buildings and therefore the detached houses, 'semi-detached' houses and apartments. The division regulations stipulate that the owners must take out building and liability insurance for the entire buildings and the surrounding public and semi-public areas to which the apartment rights belong together. The owners can decide through the VvE to have this and other necessary insurance policies arranged by the administrator. However, insurance primarily remains an obligation of the owners. In addition, other insurance policies are often taken out, for example for glass damage. The insurance is taken out in the name of all owners together. An apartment owner/resident must take out his/her own household effects insurance.

### **7.9. Changes to an apartment/residence and the communal areas**

The building and the apartments are precisely described in the deed of division and on the division plan. Any change in or to the communal property of the complex, in whatever form, requires the VvE's permission. Larger changes often mean that the deed of division must be amended, which is relatively expensive and time-consuming. Changes to the division of the joint costs also mean that the deed of division must be amended.

A specific provision has been included in the division regulations for the project on changing the boundary partition of the gardens. It is not permitted to change these boundary partitions without prior permission from the VvE. A drawing is appended to the deed showing these divisions (Article 33.5 of the Regulations). Jetties that are located within the private garden of a house may not be adjusted without prior permission from the Owners' Association. These jetties must be maintained in the same way as the jetties which are not located in a private area are maintained.

### **7.10. Draft of deed of division and plans**

A draft of the deed of division into apartment rights has been drawn up on the seller's instructions for the project as well as the

accompanying division plans. These will be posted on the project site. It is possible that parts of this draft of the deed and/or the drawings will still be amended prior to execution by the notary.

### 8. SEPARATE PURCHASE AND CONTRACTING, PURCHASE AGREEMENT AND BUILDING CONTRACT

8.1. As mentioned briefly above, the sale and development of the project is conducted through a separate purchase and contracting. This means that the seller will sell and transfer the title to the apartment rights in its capacity as the owner of the apartment rights or the land on which the project will be developed. Old buildings and paving are still present on this land at the time of transfer which will not be demolished by the seller. The developer will perform the demolition and development of the project at its own expense and risk.

In the context of this separate purchase and contracting, you therefore enter into two distinct contracts:

- A purchase agreement with Schoutenwerf B.V. ('seller'), under which Schoutenwerf B.V. will transfer an apartment right to you and you must pay the agreed purchase price to Schoutenwerf B.V.; and
- A building contract with du Prie Bouw en Ontwikkeling B.V. ('developer'), under which du Prie Bouw en Ontwikkeling B.V. will take on the development of your house or apartment (as part of the entire project) and you must pay the agreed construction instalments to du Prie Bouw and Ontwikkeling B.V.

The obligation to transfer an apartment right is therefore only an obligation of the seller and the obligation to demolish and develop is only an obligation of the developer. In the aforementioned context, the seller will give guarantees in the purchase agreement that relate to the transfer of title, and the developer with regard to, among other things, the structural and technical development.

Notwithstanding the fact that there are the aforementioned separate purchase agreements and building contracts, there is obviously a certain relationship between the two agreements. If you enter into a purchase agreement with the seller you are then both entitled and obliged to also enter into the building contract with the developer. After all, it is of little use to you to become the owner of an apartment right without the relevant house or apartment actually being built. This relationship between the two is further elaborated on in the purchase agreement and building contract

### 9. BUYER'S MANUAL FOR INDIVIDUAL WISHES FOR HOUSES/APARTMENTS

9.1. After you have signed the purchase agreement and building contract, the developer's buyer's adviser will contact you to make an appointment. This buyer's adviser will then discuss the possibilities of contract additions and reductions with regard to your own house or apartment, so that your house or apartment can be tailored to your personal wishes. Among other things, it will be examined whether the wishes correspond to the construction plan and the legal and other requirements that your home must meet, in which case in any case:

- the changes may not conflict with (i) the architectural design of the plan (façade image/building aesthetics criteria), (ii) permits, regulations, exemptions, decisions, etc. issued or required for the design and construction of the plan and/or (iii) government and utility regulations (such as the Building Decree);
- the changes may not affect the supporting structure of the house; and
- the changes may not interrupt or otherwise disrupt the construction process.

The possibilities will be elaborated in a (then) available buyer manual. Buyer guidance is provided by Sense Vastgoed (Willemsparkweg 221, 1071 HC Amsterdam, tel. +31(0)20 471 19 04). Additional and/or less work can lead to an extension of the construction time. If your wishes result in an extension of the construction time, this will be discussed with you. If you make agreements with regard to contract

additions or reductions, the entire additions and reductions process will be settled separately by the developer. 25% of the contract price for the additional work will be invoiced when you give the order for additional work to the developer and the other 75% will be charged upon completion of the additional work. Insofar as less work is agreed with the developer, this will be deducted from one or more of the following instalments of the contract price.

### 10. CONTAMINATION

- 10.1. There is some contamination in the soil and the buildings still present (to be demolished) on the site. This contamination will be removed by the developer in such a way that the site is entirely suitable for habitation in accordance with the applicable legislation and regulations. It is possible that some or all of this removal by the developer will only take place after the transfer of title of the apartment rights. In that context, it will be agreed in the building contracts that the developer will remove the aforementioned (still remaining) contamination and also guarantee that this will take place in accordance with the applicable legislation and regulations. The purchase agreements with the seller will state that the seller cannot be held liable for the contamination (if any remains at the time of the transfer of title).

### 11. OBLIGATION TO NOTIFY, OBLIGATION TO INVESTIGATE

- 11.1. The seller and its agent will provide you with all information that should be brought to your attention (as buyer or prospective buyer) in connection with the sale or purchase of the apartment rights, subject to the proviso that information about facts that are known to a buyer or prospective buyer or could have been known from his/her own investigation, insofar as such an investigation can be expected of a buyer according to prevailing opinion, need not be provided by the seller and/or its agent. A buyer or prospective buyer accepts the obligation to investigate as such. A buyer or prospective buyer must consult the usual sources of information before purchase.

### 12. COMPLETION GUARANTEE (WONINGBORG), ARBITRATION

#### 12.1. Guarantee certificate/Woningborg

Your new house or apartment will meet the requirements and standards of Woningborg [Dutch Housebuilders' Certification Institute]. This is an independent institute that offers you the certainty that your house or apartment will be completed in any case or that the already paid instalments pertaining to the construction work will be reimbursed, even if the contractor who builds it runs into financial difficulties.

Anyone delivering a product must also guarantee its quality. This also applies to the contractor of a house or apartment. In the unlikely event that the agreed quality is not provided, you must be able to address the developer. The developer gives you this guarantee. For a complete description of the guarantee, please see the brochure: "Woningborg – Guarantee and warranty scheme New Build 2016".

- 12.2. If you disagree with the developer about the delivered quality, the Arbitration Board for the Building Industry [Raad van Arbitrage voor de Bouw] or the court can make a binding decision on this for both parties. Prior to this arbitration, the mediation scheme of Woningborg can be used in some cases. If mediation is not possible or has not led to a solution, parties can still turn to the Arbitration Board for the Building Industry

### 13. INSPECTION AND HANDOVER OF THE HOUSE OR APARTMENT

- 13.1. After the project has been completed (or as good as) your house or apartment will be handed over to you by the developer. This procedure with regard to the handover of your house or apartment consists of two parts:
- Your own inspection (also referred to as pre-inspection): you will receive a written invitation from the developer for a pre-inspection of the house that will take place (approximately two weeks) prior to the actual delivery. During this pre-inspection, it will be assessed whether all your individual wishes have actually been realised.
  - The handover: you will receive a written invitation for handover of the property from the developer at least two weeks before delivery. If all owed payments have been made (including payments for any additional work) the transfer of the property to the acquirer is made by handover of keys.

In the period between inspection and handover, the aim is to rectify the recorded defects and failings as they appear on the inspection list. Your house or apartment will be handed over "broom clean". Glass is clean on handover. At the handover you will receive a residents' information booklet with a number of tips for the use and maintenance of your house or apartment. At the handover, you and a representative of the developer inspect the house or apartment together. It is possible to bring an inspector from the Dutch Association of (Prospective) Homeowners [Vereniging Eigen Huis] to the delivery for example (the costs of which are payable by the buyer). Any imperfections or defects are recorded in the handover report. The completion report is drawn up in triplicate and signed by you and the developer's representative. Both parties receive a copy. The keys to your house or apartment will then be handed over to you, provided that all payment obligations have been met. The third copy of this completion report will be sent to Woningborg.

The completion report is an important document: in general, no further comments can be processed at a later date if they are not recorded in the handover report, with the exception of hidden defects. Before handover you cannot perform work or have it carried out in your home by third parties.

To ensure that any delivery defects are repaired, the developer will arrange for an amount of 5% of the contract price to be deposited with the civil-law notary.

With regard to the guarantee on the glass, it should be noted that no guarantee is given for thermal breakage in this glazing after your home has been handed over. You must prevent temperature differences occurring in the various panes of glazing. For example, do not place film on the glass or materials against the glass.

### 14. ACCESS TO BUILDING LAND AND CONSTRUCTION SITE

- 14.1. Entering the building land and the construction site is not permitted. In order to give you the opportunity to view your house or apartment under construction, the developer will organise a number of viewing days. You will receive further information about this. Apart from these scheduled visits, you are not entitled to enter the building land and the construction site for any reason. Entering the building land and the construction site is entirely at your own risk at all times.

### 15. SALES INFORMATION, CHANGES RESERVED, DEVIATIONS, MEASUREMENTS

#### 15.1. Sales information

The information contained in this sales information and any other information made available with regard to the project has been carefully compiled. However, the development of a project of which your house or apartment is a part is a continuous process in which the design is continually refined as this process progresses. The drawings made by way of impression/artist impressions as well as the provisional technical plans of the project are therefore expressly not a sales contract document. You are therefore advised to carefully view the technical sales drawings before signing the building contract. In case of doubt or lack of clarity you can contact the developer's buyer's adviser.

In almost all cases, drawings of the layout of the public area (outside area) are a snapshot in time. This means that changes with regard to the location of green areas, pedestrian and bicycle paths, parking facilities and the like can still occur. The location of facilities such as the input cabinets/spaces for utility companies, telephony, CAI, electricity and the location of lampposts for example, are indicated on the plan, but no rights can be derived from this. Any furniture, cupboards, garden layout and appliances, such as a washing machine and tumble dryer, indicated on the drawing, do not fall under the transfer obligation of the building contract.

In the aforementioned context, no rights can be derived from:

- The names of spaces that do not correspond to the terminology of the Building Decree;
- Perspective and/or mood drawings;
- Photographs and artist impressions;
- Flyers, advertisements;
- Models;
- Interior sketches;
- Layouts of floor plans using furniture;
- Details of the surroundings (impression) with accompanying drawings, photographs and other information;
- Sanitary set ups, privacy screens, etc. in sections and floor plans indicated by dotted or dashed lines;
- Drawn in kitchen and other equipment, tumble dryers, washing machines, heat recovery units and floor heating distributors.

No rights can be derived from the general information contained in this sales information. Using the information without further verification or further advice is entirely at your own expense and risk.

#### 15.2. Changes

All plans, measurements and materials in the technical description are based on information that the developer has received from the architect, the municipality and other consultants on this project. This information has also been treated with the greatest possible care. Nevertheless, it is always possible that government requirements and/or regulations of utility companies as well as changes of a structural nature require changes to be made. These changes can be of an architectonic or technical nature. It is also possible that the developer is forced to use materials other than the specified materials, for example because the original materials are no longer available or because strikes make timely delivery of them impossible. The developer is entitled to make changes to the plan and/or the specified materials during the construction or completion if this appears to be necessary during the execution, provided that these changes do not affect the value, quality, appearance, look and usability of your house or apartment. These changes do not give any of the parties any right to claim or offset lesser or additional costs. If applicable, you will be informed of the aforementioned changes.

Where brand names are mentioned, the developer reserves the right to use equivalent alternatives without this giving any right to set off additional or lesser costs.

**15.3. Differences between technical description and plans**

If there are inconsistencies between the technical description and the technical or contract plans, the technical description will prevail.

**15.4. Measurements and surface area**

The distance measurements are indicated on the drawing in millimetres. In reality, these measurements may differ slightly. You should therefore bear in mind that the measurements indicated on the plan approximate reality, but slight differences in size may occur as a result of the choice of material and thickness of the finish. The measurements specified on the floor plans are based on not finished walls. The number of square metres of floor surface area as stated has been measured in accordance with NEN 2580.

**16. APPLICABLE CONDITIONS**

16.1. When producing the technical description and the accompanying drawings, the requirements to be met by these documents, as indicated by Woningborg in "Woningborg - Guarantee and Warranty Scheme New Build 2016" have been taken into account. Regardless of what is otherwise specified in the technical description, the regulations, rules and standard conditions with regard to the technical details applied and prescribed by Woningborg apply in full. In the event that any provision in the technical description is incompatible with this or if it would be more disadvantageous for you as the acquirer of a house or apartment, the aforementioned provisions of Woningborg always prevail.

**17. PARTIES INVOLVED AND PROJECT SITE**

**Estate agent**

Heeren Makelaars  
Stadionweg 75  
1077 SE Amsterdam  
tel. +31(0)20 470 22 55

**Sales management and buyer's advice**

Sense Vastgoed  
Willemsparkweg 221  
1071 HC Amsterdam

**Woningborg**

Woningborg N.V.  
Tielweg 24  
2803 PK Gouda

**Seller**

Schoutenwerf B.V.  
Sarphatikade 12  
1017 WV Amsterdam

**Architect**

Rijnboutt B.V.  
Moermanskade 317  
1013 BC Amsterdam

**Newomij**

Newomij VvE Beheer B.V.  
Koningin Wilhelminalaan 31  
1411 EL Naarden

**Contractor**

du Prie Bouw en Ontwikkeling B.V.  
Admiraal Banckertweg 23  
2315 SR Leiden

**Civil-law notary**

H.J.M. van den Eerenbeemt  
Holdinga Matthijssen Kraak B.V.  
Apollolaan 153  
1077 AS Amsterdam  
tel. +31(0)20 305 26 00

**Project site**

[www.dewerfbijdesluisinmuiden.nl](http://www.dewerfbijdesluisinmuiden.nl)