

## PURCHASE AND INFORMATION QUESTIONNAIRE FOR FOREIGN CLIENTS

### Why this questionnaire?

The law and case law imposes on the seller of a property an obligation to respect the principle of transparency and to provide certain information and guarantees to the buyer of their property.

This questionnaire will enable us to foresee potential difficulties that might arise in order to ensure that your purchase goes smoothly, and to optimally advise you by drawing your attention to an aspect of your transaction, thereby ensuring that you are better protected.

### IDENTITY AND PERSONAL SITUATION OF THE BUYER

- if a legal entity, see overleaf -

#### BUYER WHO IS AN INDIVIDUAL

Surname:.....  
 Surname used:.....  
 First name(s):.....  
 Occupation:.....  
 Date and place of birth:.....  
 (Please enclose a copy of your birth certificate translated into French)  
 Nationality/ies:.....  
 Address:.....  
 Phone:.....  
 Email:.....

Check the box(es) corresponding to your situation:

- I am unmarried.
- I am married.
  - date and place of marriage: .....
  - Please enclose a copy of your marriage contract and/or the declaration of choice of governing law applicable to your matrimonial regime, where applicable.
- I have entered into a French civil solidarity pact (PACS) or a similar agreement (e.g. civil union).
- I am the widow(er) of Mr / Mrs .....
- I am resident abroad for tax purposes
  - o If yes: since when:.....
  - o Country:.....
- I am a shopkeeper or trader, self-employed tradesperson or company manager.
- I am the subject of a court-supervised turnaround procedure, in liquidation, or in a state of insolvency.
- I am in a state of over-indebtedness.

#### BUYER WHO IS AN INDIVIDUAL

Surname:.....  
 Surname used:.....  
 First name(s):.....  
 Occupation:.....  
 Date and place of birth:.....  
 (Please enclose a copy of your birth certificate translated into French)  
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  - o If yes: since when:.....
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**THE BUYER IS A LEGAL ENTITY**

Corporate name:.....

Legal form:.....

Capital:.....

Address of the registered office:.....

Registration number in the Trade and Companies Register:.....

Name and contact details of legal representative:.....

Tax regime of the legal entity: Personal income tax / Corporation tax

*Please provide us with a copy of the up-to-date Articles of Association certified as being a true copy by the legal representative and the decision to appoint the legal representative (if they are not appointed in the Articles of Association)*

**PURCHASE DATE AND TERMS**

On what date would you like to sign the definitive deed of sale?

At the earliest on .....

At at the latest on .....

Have-you agreed with your sellers:

that the premises will be vacated after the signing of the deed of sale, and you will enjoy possession of the premises on a deferred basis?

to sign the deed of sale at a specific time?

- State .....

on other special terms or agreements?

- State .....

What is the agreed sale price? .....€

The price including any furniture .....€.

Did an estate agency intervene in the sale of the property?

NO

YES

Name of the agency:..... Amount of its fees: .....

Amount payable by the SELLER Δ

Amount payable by the BUYER Δ

Do you plan to buy the property via a company?

NO

YES

**REASONS FOR THE PURCHASE**

In order that we can provide you with the best possible assistance and advice for your project, please state:

➤ The intended use of the property you are buying:

Private Δ Mixed Δ

Professional Δ Letting Δ

Other: .....

➤ What are your reasons for making this purchase:

Family event Δ

Job mobility Δ

Other reasons: .....

*In the light of the reasons and objectives expressed, the firm of notaries may advise you on solutions tailored to your needs, and carry out analyses and simulations for you. Without the following list being limitative, this may concern purchase with an indivision agreement, division of the property, or purchase via a company to be created....*

## DESCRIPTION OF THE PROPERTY BEING PURCHASED

Full address of the property:

.....  
.....  
.....

In addition to the property, does the purchase include any appurtenances or outbuildings?

- a cellar
- a parking space
- other: .....

Is the property being sold with furniture?

- NO
- YES

## FINANCING OF THE PURCHASE

Are you financing the purchase:

- By means of a bank loan (partially or wholly)
  - Granted by a French bank.....
  - Granted by a foreign bank.....

Please specify (for the condition precedent of obtaining financing where applicable) the loan terms:

- The minimum amount that you need to borrow:.....
  - The maximum amount that you are going to borrow:.....
  - The maximum interest rate that you will accept (independently of any lower rate that you may already have been offered):.....
  - The maximum duration of the loan:.....
- By means of a bridging loan (while awaiting the sale of a property that you own)
    - The maximum amount:.....
    - The interest rate:.....
    - The maximum duration of the bridging loan:.....
  - By using personal funds
  - By using funds coming from abroad
  - What is the amount of your personal contribution?.....
  - In proportions to be determined by you and your spouse / partner / co-purchaser.
    - We will study with you, on the basis of the share financed by each party and forecast taking into account of a possible bank loan, the respective purchase proportions and their implications, in particular in the case of resale.

## TAXATION AND PROBLEMS RELATING TO AN INTERNATIONAL SITUATION

Purchasing a property in France while resident for tax purposes in another country or domiciled in another State may have civil and tax consequences, both during the period of ownership of the property, and at the time of its resale or the settlement of your estate.

Certain situations must be planned for, and we will discuss the various issues with you.

In particular, issues that may need to be discussed are:

- The taxation of rental income deriving from the property,
- Placing the property at the disposal of a shareholder in the case of ownership via a company,
- The annual 3% tax on the market value of properties and property rights owned in France,
- Taxation of the capital gain realised at the time of resale,
- Estate planning linked to the international situation (in particular the choice of governing law applicable to the settlement of the estate)

Please inform us here where applicable of any information relating to the preceding section that you think is relevant and that we should be aware of, with a view to our analysing it. We will inform you of any points that we consider should be the subject of particular vigilance.

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## MISCELLANEOUS INFORMATION AND SPECIFICITIES

In this section please let us know of any other information that you think it would be of utility to inform the firm of notaries of, in order to ensure that your purchase goes smoothly and is optimally managed:

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**Article 1112-1 of the Civil Code:** *"If one of the parties is aware of information whose importance makes it a determining factor for the consent of the other party they must inform them of it if, legitimately, the latter is unaware of this information or trusts the other party they are contracting with. Nonetheless, this duty to provide information does not concern estimation of the value of the service. Information that is of determining importance is information which has a direct and necessary link to the content of the contract or the capacity of the parties. It is incumbent on the party that claims that they should have been informed of an item of information to prove that the other party was under an obligation to inform them of it, it being the responsibility of this other party to prove that it provided it. The parties cannot either limit or exclude this duty. In addition to the liability of the party that was under an obligation to provide the information, failure to fulfil this duty to provide information may lead to cancellation of the contract under the conditions provided for in Articles 1130 et seq."*

Signed in .....

On .....

Signature