

LEGGETT

IMMOBILIER INTERNATIONAL

BUYER'S GUIDE

At your side every step of the buying process

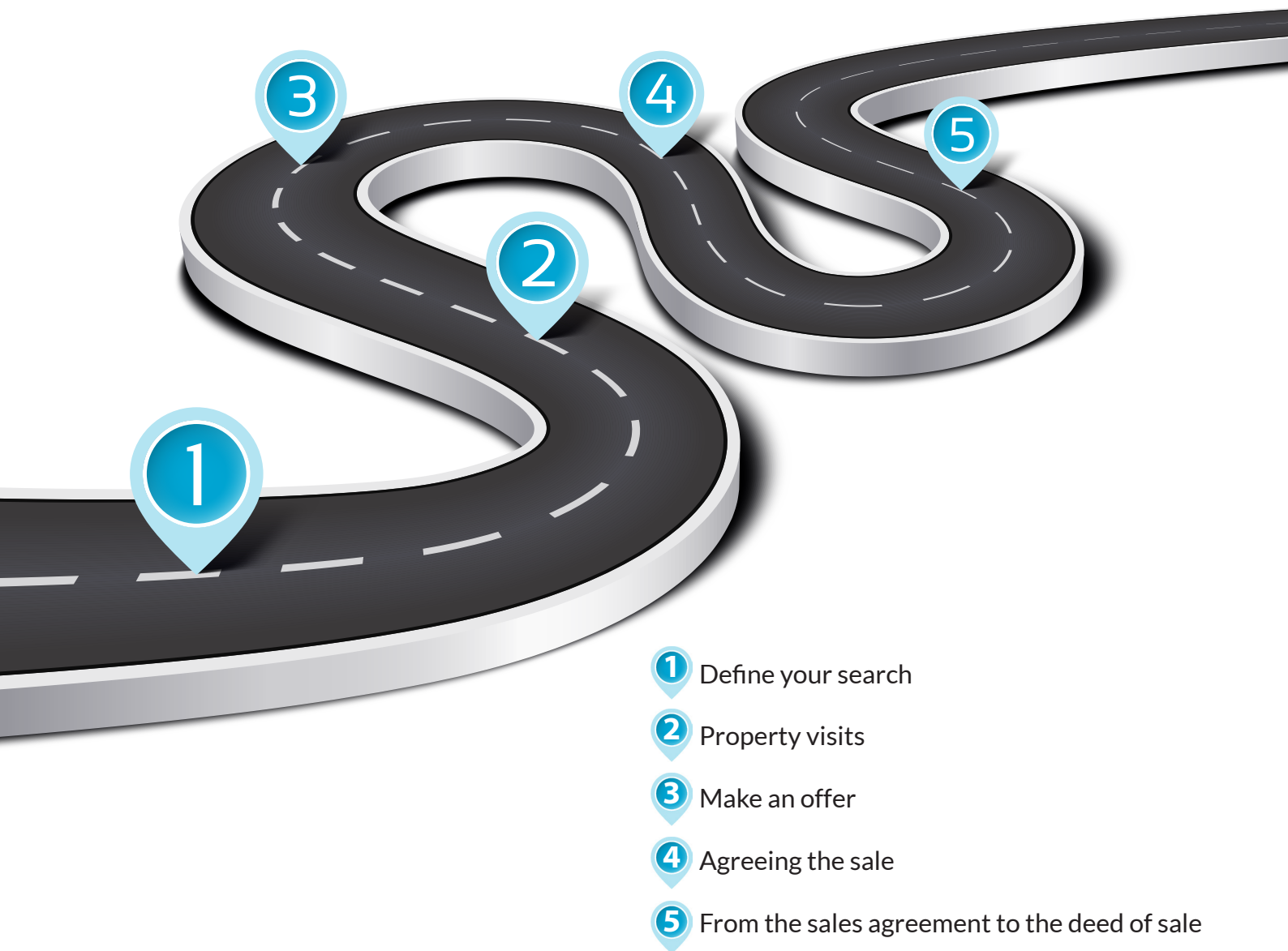


Presentation

Over the past twenty years, Leggett Immobilier International has helped thousands of clients in purchasing a property in France. The buying process can be complex. It is essential to be supported. Follow this step-by-step guide to better understand what to expect.

You can also watch our video on our website : www.leggett.fr > 'acheter' section.

The buying process:



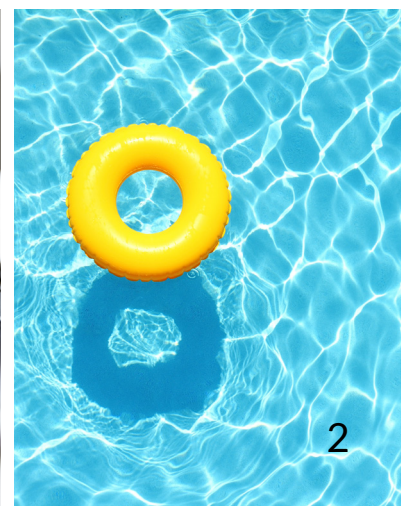
Step 1 : Define your search

The first step in the buying process is to define your needs. Whether it is out of necessity or for pleasure, a real estate project will have a set of criteria:

- **Location :** Moving closer to family, life change, job transfer, rental investment, second home, etc. The search area is usually one of the main criteria.
- **Environment :** Once the location is defined, list your needs or expectations (proximity to amenities or schools, seclusion or city centre, etc.).
- **Budget :** How will you finance the purchase: cash (house for sale/sold, inheritance received, savings, etc.) or need financing? In the latter case, ask your bank now to find out the feasibility of your project and to set a budget.
- **Desirables :** Number of bedrooms, condition of the property (renovated, to be renovated, work to be done), land, style, outbuildings, swimming pool, etc.

Once you have defined these criteria, you can start your search.

Leggett Immobilier International can assist you, in particular with the **Mandat de recherche**. Entrusting us with your search means that you have a single contact person who knows you and has access to all the properties available on the market. With a search mandate we can show you any type of property, even those we do not yet have in our portfolio.



Step 2 : Property visits

You are now ready to visit.

You have made previous enquiries about the properties that have caught your eye, and this has enabled you to refine your selection. Our team of sales assistants (each dedicated to their region) can help you organise your visit itinerary.

Our responsibility as an intermediary is to find the best property that matches your requirements. Our duty of care lies with both parties; buyers and vendors, and therefore full disclosure is required by all. By having a full understanding of you and your needs, we will be in a better position to present a secure offer to the seller.

Your agent will share with you all the information he/she has about the property and its environment. We know that these elements are very important for you to decide and to make an offer. The aim is of course to ensure that **everything is transparent** so that the sale is completed in the best possible conditions.

At the end of the visit, your agent will take the time to assess your feelings about the properties visited, to give you more information about a particular property or refine your search towards other properties. It is on this occasion that you will be asked to sign a **«bon de visite»**. This document allows us to inform our sellers about the visits that have been carried out on their property.

If you do not have the opportunity to visit yet, **you can rely on our virtual tours** in the meantime!



Step 3 : Make an offer

You have now found THE property that ticks all the boxes!

Do not hesitate to ask for several visits before deciding on an offer. Be particularly careful with empty properties or those that are not lived in all year round. A house can deteriorate without the owner noticing.

You can also get the assistance of a building professional or someone close to you who will be able to advise you on the general condition of the property. Your real estate agent will share with you all the information he or she has obtained about the property and its surroundings. Although they will draw your attention to any work that needs to be done, they cannot make any commitment about the general condition of the property (e.g. the roof) unless work has been done recently and the owner is able to provide invoices.

Several things will have been checked by your agent and will be brought to your attention at the latest before the signing of the preliminary sales agreement:

- **Work :** Has any work been carried out in the last 10 years? Were they subject to authorisation? Were they carried out by craftsmen (if so, a copy of the ten-year guarantee is provided, if not, the seller is liable);
- **Maintenance of the heating system :** A maintenance or chimney sweeping invoice will be provided;
- **Safety of the swimming pool;**
- Other specifications about the property (a pond, a well, solar panels...);
- **Diagnostics :** Several diagnostics are carried out on the property. They allow the seller to be released from his responsibility on these points and to provide you with information on the state of the basic elements of the property. Even if the results of these diagnostics can be part of the negotiation, the seller is under no obligation to solve any issue found.

The Technical Diagnostic File (Dossier de Diagnostics Techniques : DDT)

The Technical Diagnostic File includes all the compulsory diagnoses within the framework of a sale, according to the characteristics of your property or the area in which it is located.

The Technical Diagnostic File (Dossier de Diagnostics Techniques : DDT)

Name of the Diagnostic	Property affected	Period of validity
DPE (Energy Performance Diagnostic)	Any property with a fixed heating system (excluding open fireplaces), except historical monuments.	10 years
PLOMB (lead) (CREP for paint)	For properties built before 1949.	1 year if lead is present, unlimited if lead is not present
AMIANTE (asbestos)	For properties built before 1997.	Unlimited if carried out from 2013 onwards (change in regulations).
TERMITES	Zones delimited by prefectural decrees.	6 month
GAZ (gas)	Gas installation older than 15 years.	3 years
ÉLECTRICITÉ (electricity)	Electrical installation older than 15 years.	3 years
ERP (state of risks and pollution and noise disturbance)	Depending on the area.	6 month
ASSAINISSEMENT (sanitation)	Compulsory for non-collective sanitation and in some communes for collective sanitation (strongly recommended in all cases).	3 years for individual sanitation. Unlimited if compliant and no work carried out after the inspection for collective sanitation.
ÉTAT PARASITAIRE (pest status)	Zones delimited by prefectural decrees. Highly recommended in Brittany in particular.	6 month

You now have all the information you need to make an offer. The offer can be communicated to your agent verbally or in writing. It may be subject to conditions, for example: obtaining a loan, obtaining planning permission, regularising the sale of your property, etc.

Your agent will then submit it to the seller (and possibly start a negotiation process led by us) with the elements in his/her possession to qualify your offer. Indeed, as mentioned above, while you need a certain amount of information about the property and the seller's wishes, the seller needs to know your profile and the conditions linked to this offer to make an informed decision. An offer without conditions will not carry the same weight as an offer with conditions. Therefore your agent will ask you at this stage to provide **proof of funds**. This is to prove that the offer you make is qualified and genuine.

Congratulations! Your offer has been accepted!

Once the offer has been validated by both parties, your agent will have you sign a **Letter of Intent to Purchase**. This document commits you and the seller to the negotiated offer and its conditions for a certain amount of time (some months) until a sales agreement is signed.

Step 4 : Agreeing the sale

The sales agreement includes the identity of the parties involved in the contract and their obligations, all the characteristic of the property, the offer and the basic information linked to any real estate transaction (identity of the notary, date of reiteration, town planning information, etc.)

Documents to provide

Most of the documents will normally have been collected beforehand by your agent. They will check the information needed to draw up the compromis de vente, and obtain the final information required to draft the acte de vente (final sales agreement). **The more responsive you are in sharing these elements, the more quickly we will be able to draft the sales agreement and consequently secure the negotiated offer.**

The documents to be provided are:

- Identity documents (copy of identity card/passport, copy of family record book or birth certificate, marriage, divorce),
- Proof of residence,
- Proof and source of funds*.

*Real estate and the fight against money laundering

When a property is being purchased or sold, the real estate professional is subject to obligations to prevent money laundering, the financing of terrorism and tax/administrative fraud. He/she must ask for certain information from his clients, otherwise he/she could be accused of being complicit.

What is money laundering?

“It is the fact of facilitating, by any means, the false justification of the origin of the assets or income of the perpetrator of a crime or an offence, which has procured him a direct or indirect profit, and of assisting in an operation of investment, concealment or conversion of the direct or indirect product of a crime or an offence.”

Tracfin is the French unit for combating money laundering and terrorist financing.

Duties of professionals

All professions that are at the heart of financial exchanges (real estate agents, lawyers, banks, notaries, accountants, gambling operators, etc.) are specifically involved in the fight against money laundering.

Real estate being one of them, Leggett Immobilier International must adhere to a certain number of legal obligations defined by the Monetary and Financial Code, to ensure the efficiency of the process. These obligations aim to identify the risk that a client represents regarding money laundering and to remove any doubt to secure the transaction.

Therefore, we have to be strict about collecting information and evidence to remove any doubt.

Drafting

The “compromis de vente” (sales agreement) is the contract that commits you and the buyer to the sale/purchase of a property at the negotiated price and conditions.

Leggett Immobilier International has a **service dedicated to drafting and following up the compromis de vente** recognised by the notaries, with whom we work throughout the country. This service puts at your disposal a dozen multilingual, competent, experienced and reactive employees **to secure the transaction and facilitate the process**. The preliminary sales agreement can be drafted in French and English if necessary.

There is no obligation to use the Leggett service for the drafting of the preliminary sales agreement. This can be done by the notary in charge of receiving the sale. However, using the Leggett service also means **bypassing the long waiting time** inherent to notary's offices, without giving up the legal security of the contract.

Signature

Once the sales agreement has been drawn up, it is sent to you. This draft can also be shared with your notary if you wish. Once it has been validated by all parties (seller, buyer and possibly the notary), the preliminary sales agreement and all its appendices are sent for signature to the buyer first, then to the seller.

This signature can take several forms:

- **Electronically**, which is simpler and much faster: signature via secure software. An electronic address (e-mail) and a mobile phone number must be provided (for each individual) in order to secure the process.
- **Multiple people signing remotely**, when electronic signature is not possible: the sales agreement is sent by e-mail or by post to the buyer, who signs it and sends it back to Leggett's head office. The head office then sends it to the seller by post (after verification) for countersignature. The seller then mails it back to Leggett.
- **Physical signature in one of our agencies**, in the presence of the buyer and seller.
- **Signing at the notary's office**, if the preliminary sales agreement is drawn up by the notary.



Once the preliminary sales agreement has been signed by both parties, you have a **withdrawal period**. This right is notified to you by registered mail (electronic or postal). You have 10 days to change your mind about your commitment to this transaction, starting from the reception of the registered letter. It is on the occasion of this notification that the terms of payment of the security deposit will be sent to you.

Step 5 : From the sales agreement to the deed of sale

The file is sent to the notary by the Leggett service as soon as the sales agreement is signed. The notary then takes over the procedures and checks which are specific to him.

During this time, your agent and the referent from the Leggett sales agreement service continue to keep an eye on your file: receipt of the guarantee deposit by the notary, preparation of the financing file, submission of planning permission (if applicable)...

Once the suspension clauses (clauses necessary for the completion of the sale) have been lifted and the formalities completed by the notary (approximately 3 months between the sales agreement and the deed), a date for the signing of the deed is set, in agreement with all parties. You will then receive the draft deed and a statement of the sums you will have to pay.

A final visit of the property will be carried out with you in the presence of the agent, in order to check that the property is still in the same condition as when you visited it at the time of the offer, that the furniture included in the sale (if applicable) is still there, that the property has been emptied, etc. This includes the meter readings.

Remember to subscribe to a home insurance, which should start on the day the deed is signed.

On the day of the signing, your agent will be present to accompany you to the end of the process.

Congratulations, you have successfully purchased your property!

