# Deed of transfer of a recreational unit at Residence de Eese



## Signed: 1. Mr. Mrs Livina: the: datum: Born in: email address: Identifying oneself with Driving license / Mobile: : Passport / ID card issued/valid by the mayor of the Municipality Original seen by: (signature park) Document number: hereinafter referred to as: "Seller". in 2 Mr. Mrs\_ Living: the: datum: Born in: Mobile: : email address: Identifying oneself with Driving license / Passport / ID card issued/valid by the mayor of the Municipality Original seen by: Document number: \_ ( signature park) \_\_\_\_\_ hereinafter referred to as: "Buyer".

 Parc de Eese BV located at Bultweg 25 8346 KB De Bult, hereby represented by director Mr Henk vd Berg, choosing office at Bultweg 25 in De Bult.
 Hereinafter referred to as: "Parc".

# Definitions

In this Purchase Agreement, if applicable, the following definitions apply:

a) Visual Quality Plan: the current Park Regulations. b) Manager:

Parc De Eese BV or a third party to be designated by it, or its legal successors under

general or special title charged with the operation and management of The Park. c) Owner: The owner/

leaseholder of a Recreational Unit and/or a Lot at The Park. d) Operator: Koningterijk BV or its legal successors. e)

Guest pass: The pass issued by The Park to the User for registration and

access control

etc. at The Park;

f) User: Anyone who uses a Recreational Unit at the Park, including the

Owner, tenant, subtenant, day holidaymaker or visitor of the Park;

g) Plot: A further described and defined part of the Park, as sketched with plot number on the allotment map, intended to be used for the installation of a Recreational Unit;

h) Plot rental agreement: agreement between the Manager and User with regard to the rental of the Plot on which the recreational unit is located. i) Buyer: The Buyer of a Lot/Recreational Unit at The

Park for the purpose of installing a

Recreational unit/recreational occupancy;

- j) Park: Recreational park Résidence De Eese with associated facilities, standing and located in (8346 KB) De Bult at Bultweg 25;
- k) Park regulations: current document containing rules intended to apply to the Park; I) Price list: the list
- of prices that is determined at the start of the season and which sets out the mandatory fees that apply between the User and the Manager for the use of The Park and other goods, supplies and services. The Price List is available for inspection at the reception of Het Park and can also be consulted digitally on the Het Park website. The Price List in force at that time will be provided to the User prior to concluding the agreement;
- m) Privacy statement: statement by the Manager that it guarantees the careful custody of all personal data that fall under the GDPR.
- n) Recreational unit: A camping equipment (including but not limited to a tent, caravan) being a movable property, or a holiday home/chalet being an immovable property, for the purpose of recreational night accommodation, possibly with an associated shed or storage room, to the extent appropriate within the current zoning plan and intended exclusively for recreational use;
- o) Company: the private company with limited liability Parc de Eese BV or its legal successors in the ownership of Het Park; p)
  Sold: The Recreational Unit that is the subject of the
- purchase/leasehold agreement between the Buyer and

Seller;

q) Seller: Parc de Eese BV or its legal successors, or Party 1 as mentioned above.

# In consideration of:

# A. It sold

That the Seller sells to the Buyer and the Buyer buys from the Seller: a

recreational unit: Mobile home / chalet / recreation home, which recreation unit is located at Residence de Eese,

Bultweg 25R, assuming that the \_\_\_\_\_ with the destination "Recreation". Eligible

construction nature of the sold is not synchronous with the Permanent Building Decree Habitation. The recreational object is hereinafter referred to as: "the Sold".

#### B. Purchase price & VAT

That Seller and Buyer have hereby concluded an agreement of purchase and sale regarding the goods sold at a purchase price of €\_\_\_\_\_\_ excluding 21% VAT, €\_\_\_\_\_ including 21% VAT

#### C. Suitability for tourist rental

That the item sold is/is not suitable for participating in the Tourist Rental Program.

D. Rental

Rental without the prior written permission of the Manager is prohibited. The Buyer has received a copy of the Rental Mediation Agreement and agrees to follow this when offering the Sold Property for rent.

# Do the parties agree:

E. Payment date & transfer of ownership

That the Buyer pays the purchase price to the Seller before the transfer date, which is \_\_\_\_\_, or as earlier or later as the parties agree, into: bank account of the Seller:

after which the Buyer pays the entire purchase price

payment date, has become the owner of the Sold Item.

The keys are/will be handed over to the Buyer on the date of transfer. The buyer bears the risk & provides insurance for buildings and contents from the payment date.

F. Guarantees of the seller That

the Seller declares and guarantees that the Item Sold is free from attachments, liens or any claims from third parties.

That all remaining guarantees that Seller has received from its suppliers are transferred to Buyer,

that, apart from the aforementioned guarantees, the Seller does not provide any additional guarantees on the Item Sold, and the Buyer agrees to this.

# G. Park regulations, plot rental & price list

The buyer declares that he has received the Park Regulations, Plot Rental Agreement & Price List, is aware of them and agrees to follow the provisions of the Park Regulations and the Price List rates that are current for the relevant period.

#### H. Lot Rental Agreement By

signing this Purchase Agreement, the Buyer hereby enters into a Lot Rental Agreement (2022) with the Manager commencing on \_\_\_\_\_\_ or from the date of silver / gold / gold plus / \_\_\_\_\_\_, the lot concerns one platinum / platinum xI. Rates in accordance with Price List.

From the delivery date, the buyer fulfills its obligations within the payment term to the Manager on bank account NL70 RABO 0162 103 158 in the name of Koningterijk BV

#### I. Settlements Energy

meter readings: o Gas: o		
Are included	Electra:	Water:
on the date of transfer:		

## J. Risk

With the purchase, the risk of loss of the Property Sold transfers to the Buyer on the payment date. The Buyer must therefore arrange any building and/or contents insurance in a timely manner.

When a mobile home or chalet is delivered to or taken away, the owner is responsible for the technical status: tires, axles, couplings of the chalet / caravan. For repairs or demolition, an additional rate applies for labor and disposal.

## K. Lot rental period The

buyer has/has not purchased a recreational unit older than 15 years.

For recreational units older than 15 years, Chalets from KHS construction at least 25 years, Zonnehoeves and Cottage homes at least 49 years: The plot rental

can be canceled by the Manager after these years have passed. Under the express condition that the Sold property, including garden, terrace and parking space, is and remains in a good state of maintenance, the Manager hereby guarantees the Buyer that the property sold may remain in place at least until \_\_\_\_\_\_ without interim sale to third parties.

The Owner of the Sold Property must remove it after the aforementioned date at the first request of the Manager and deliver the Lot completely clean.

#### L. Reflection period

The buyer (as a consumer) may make use of a statutory cooling-off period of three (working) days, starting after the date of signing of this agreement. Cancellation of this agreement is therefore permitted. Cancellation takes place by sending an email with confirmation of receipt or a registered letter to the Seller and the Manager within three working days after signing this, stating that the Buyer wishes to terminate this agreement, the parties are then over and dismissed again against final discharge on both sides.

### M. Declaration of origin of funds

The Seller is obliged to report special (financial) transactions. The Seller will ask the Buyer to complete a "Declaration of origin of funds" by the Buyer in order to provide supervisory authorities with financial insight into the origin of the funds with which the present purchase will be made. are met. This is in accordance with the WWFT regulations.

# N. Pre-emptive right:

Parc always has the right of first purchase if the recreational unit is resold to a third party. In the present case, Parc does/does not waive this. This right of first purchase for Parc is transferred to the Buyer in full. The buyer is aware of this and agrees to this.

# O. It is further agreed:

This agreement was concluded with/without mediation by the Park. Parc is never liable for any omissions for whatever reason or cause and the direct and indirect consequences.

Attachments: 1. Map of Residence de Eese; 2. Park			
regulations; 3.			
Price list; 4. Declaration of origin			
Thus agreed in triplicate		the date:	
es: Seller	Buyer		Park
	24,0		

Signatures: Selle

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