

## Buying property in France

Although purchasing a house in France can seem like a long drawn out bureaucratic process it is in fact a much surer and structured procedure than in many other European countries. One is nearly always compelled to use the services of a state-appointed *notaire* (public Notary) who works for a fixed fee and more or less guarantees a fraud-free transaction. (The *notaire* is not necessary if the property is owned by a property company (a *société civile immobilière* - SCI) and the purchaser is buying the company's shares).

The first stage is to find and visit the property. A second visit should be more thorough, in the company of a knowledgeable builder if possible. Surveyors are thin on the ground in France: builders usually give advice on the state of a house and will, if necessary, call on an 'expert' for technical advice. The vendor must pay an expert to certify the absence of termites, asbestos, radon gas etc before he can sell. Once you have agreed on a price the next step is a '*compromis de vente*' or '*sous-seing privé*'. This is drawn up by the estate agent (or the *notaire*) and signed in his presence - accompanied by the purchaser paying a 10% deposit. (Today, most estate agents prefer not to handle these deposits but to lodge them directly with the *notaire*. In this way the purchaser's money is totally secure and there's no danger of being duped by a wily agent. The estate agent is then paid his commission - by the *notaire* - at the very end of the proceedings.)

This is an extremely important document: it is in fact the final sales contract which outlines the whole transaction and the duties and obligations of the two parties. In general, before the contract can be concluded the State (and the vendor) must carry out a number of searches and controls: is a motorway planned to run through the property? Has the neighbouring farmer rights on the land for agricultural use? (possible if more than a hectare of land), has asbestos been used in the construction? etc. For his part, the purchaser should write into this document his '*clauses suspensives*' (clauses relating to events which, if not realized, render the contract null and void), the most important being the granting of a mortgage. Without such a clause the purchaser will be expected to conclude the deal just as soon as the official searches are finished.

This *compromis de vente* is drawn up by the agent in collaboration with the purchaser (and, if requested, the *notaire*). Specific clauses relating to the mortgage or to other events (possibility that the buyer be moved abroad by his employer in the meantime, that his spouse or himself be incapacitated in the meantime) are incorporated. A mortgage request must be fully detailed: what portion of the purchase price will be paid in cash and what portion through a mortgage? What is the maximum interest rate (including insurance) that the purchaser will accept? Which banks will be approached?. And most importantly, by what date should all this be sorted out? The vendor will be pushing for a maximum two month delay before the *compromis* takes effect: purchasers usually ask for three months.

Finally the big day arrives, the *notaire* summons both parties to his office, checks the results of the different 'searches' and proceeds to read the whole contract aloud. Then both parties sign .. and you become - instantly - the owner with full powers of possession. Assuming, of course, that you have made arrangements for the balance of the monies to arrive at the *notaire*'s office in good time. No money = no deal and you lose your deposit. Be warned!