

Purchase in 'Co-proprietorship' Apartments in France

In this first of a series of articles, solicitor MICHAEL BULA provides a glossary of terms you need to know when purchasing an apartment in France.

For the purposes of this article, a handy term to understand is that of 'co-proprietorship', which can refer to the body of proprietors of individual apartments or lots in an apartment building, as well as the status of the proprietorship right itself in the apartment in the building or real property grouping or conglomerate. For ease of reference, the French expressions for the various documents follow the headings.

What documents should be disclosed by the vendor prior to the purchase of an apartment in France?

Since the enactment of the new law for access to residences and planning, as amended, of 24 March 2014 (*la loi pour l'accès au logement et un urbanisme rénové* or ALUR law), a vendor must provide, in addition to the usual diagnostics certificates (lead, asbestos, etc.), statutory disclosable documents relating to the building where the apartment is located, as well as the financial position of the equivalent of the owners' corporation or body corporate.

Co-proprietorship or owners' corporation regulation/rules (le règlement de copropriété)

This is a most important document, executed at the time of creation of the co-proprietorship and contains provisions including the rules and distribution or allocation/division between common and private property in the apartment building. It also stipulates the conditions of property use, the proportion or share in common property expenses and various charges for each apartment: costs for common property insurance, maintenance, lifts, gardens, guardian, and so on. Plans annexed assist in verification/due diligence checks concerning the apartment sold, such as, for example, that a garden which is presented as private does not in fact form part of the common property.

The subdivision disclosure statement (état descriptif de division)

This statement provides a list of each private allotment/apartment unit, which has a specific number and which is registered at the land office, and a detailed description of permitted use (residential, etc.). This document also specifies unit liability and entitlement – the fraction attributed to each lot which not only establishes the proportion/pro rata of expenses payable, but also voting rights at general meetings.

Building maintenance schedule (le carnet d'entretien de l'immeuble)

This document must be maintained up to date by the body corporate manager or *syndic*. It must disclose major works carried out or approved by resolution at general meetings of the owners as well as all current works contracts which bind all apartment proprietors: covering repairs, renovations, maintenance and insurance of the building. It provides an overview of the obligations past and present of each apartment owner towards the property.

Technical diagnostic certificate (le diagnostic technique préalable)

From 1 June 2001, this certificate must be produced for all co-proprietorship apartments that are over 15 years old. The certificate covers the technical matters of conduits, pipes and security equipment. It must be



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produced to the purchaser by the notary if this is the first sale of an apartment or lot from a subdivision or if the sale has been realised within three years following the date of such certificate.

Body corporate/owners' corporation or syndic certificate (le certificat du syndic)

The *notaire* must request this certificate from the *syndic* in order to provide the necessary information concerning charges to be adjusted between the vendor and purchaser at settlement by the *notaire*. This document lists outstanding payments of the vendor that are due to the *syndic*, as well as any levies or amounts payable.

Minutes of annual general meetings for the past three years (les procès-verbaux des assemblées générales des trois dernières années)

These minutes disclose works approved by resolution of the co-proprietorship and which will be paid by the vendor, but also future works which will impinge and be payable by the purchaser and cover matters such as budgets, quotes for work and other disclosable items. ♣

All matters covered in this article are of a general nature. Specific advice tailored to your personal circumstances should be sought.



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