



Partager +
qu'une simple adresse

Affordable Homes on the Kirchberg Plateau

KIEM LOT 4 – KIEM 2050

General terms and conditions for applications, sale and occupancy of Affordable Housing





I. LEGAL TERMS AND CONDITIONS FOR THE SALE OF AFFORDABLE HOUSING

1. The Affordable Housing units are sold on a long-term lease (with a leasehold)

Explanation

Long-term lease = property right, long lease (up to 99 years) on a property of which the lessee has full enjoyment in exchange for payment, in this case, of a single sum included in the purchase price of the property. It exercises all the rights associated with ownership of the property, and is committed to developing it, but in no way to reducing its value.

Additional information

The long-term lease can be mortgaged. The buyer undertakes to obtain an undertaking from its mortgage creditors, if mortgages are applied, to require any third party buyer of long-term lease rights to comply with all the buyer's obligations under the terms of this deed, with the third party buyer personally agreeing with the Fund or its successors in title, in its deed of purchase, to perform the relevant obligations in a timely manner until the expiry of this long-term lease. The specifications for any public sale of long-term lease rights must also include the obligation for the successful bidder to assume all obligations under the terms of the deed of purchase.

2. Duration and term of the long-term lease

> the term of the long-term lease is fixed at **99 years** and begins on the date of approval by the Minister responsible for the Fund of the deed granting the long-term lease and leasehold rights between the Fund and the developer, i.e., from 15 June 2023; the lease therefore ends on **14 June 2122** at midnight.



Partager +
qu'une simple adresse

> on expiry of the long-term lease, the Fund or its successors undertake to repurchase the building, paying only the value of the structure of the building.

3. Applicable legal regime

The properties will be sold under a notarial deed of **sale of property on future completion** (*vente en état futur d'achèvement* or VEFA) pursuant to articles 1601-1 et seq. of the Luxembourg Civil Code.

3/25

II. SUMMARY OF THE PURCHASE PROCEDURE

> Interested parties can find out more by visiting the website <https://www.kiem2050.lu/>. They may also contact the developer at the address indicated on the website to request further information about the homes;

> Applicants must then send their application by **registered letter with acknowledgement of receipt** to:

Office of Carlos Calvo, Bailiffs
65, rue d'Eich
L-1461 Luxembourg

Applications sent by email or deposited physically directly at the office will not be considered.

> before submitting an application, anyone considering doing so is strongly advised to contact one or more credit institutions to establish their financing capacity as accurately as possible.

> the bailiffs' office will record and assess the applications and select those that are eligible. If any documents are missing, the bailiff will inform the applicant-buyer, who must submit the missing document(s) by a specified date within a maximum period of fifteen (15) days, failing which the application will not be considered and will be declared inadmissible and thus excluded from the draw;



Partager +
qu'une simple adresse

4/25

> the bailiff will draw the eligible applications at random to establish lists, by category and type, to determine the order in which the eligible applications will be considered for the sale of the properties;

> the bailiff will send the list determining the order in which applications are to be considered to the Fund,

> the Fund will invite the applicants, in the order in which the applications were drawn, to a one-off, non-deferrable meeting with the developer to choose a property in the defined type category and sign a *Reservation Contract*¹;

Applicants may only choose a property within the category/type of property for which their application was drawn.

> The applicant must confirm their reservation by paying a deposit of two per cent (2%) of the purchase price (including VAT) within two (2) weeks into the notary's account indicated in the *Reservation Contract*;

> When the conditions precedent set out in the *Reservation Contract* have been met, the applicant will be invited by the notary to sign the notarial deed of sale in the presence of the Fund, with two (2) weeks' notice. On the day the notarial deed is signed, the prospective buyer must pay the full long-term lease fee for the plot of land, the costs and fees of the surveys and, where applicable, the price of any buildings already completed as of the date the notarial deed is signed;

> The balance of the sale price will be payable in successive instalments as the work progresses, according to a schedule to be defined in the notarial deed;

¹ If an applicant fails to attend a meeting, they will forfeit their queue number and the purchase.



Partager +
qu'une simple adresse

> On completion of the construction work, provided that all the payments due have been made, the keys will be handed over to the buyer.

Penalty

If the order of priority established on the Fund's list is not followed, or if the category/type of property for which the applicant has been drawn is not complied with, the Fund will refuse to approve the draft deed of sale.

5/25

III. APPLICATION AND PURCHASE CONDITIONS

1. Intention of the parties

The objective of the scheme is to enable people finding it difficult to buy a home on the open market, given the current prices, rather than to allow for property investment.

The Fund's aim, which is accepted by prospective buyers, is to combat property speculation and promote access to housing. To achieve this, the Fund reserves a pre-emptive right over the homes sold (see below) to ensure that the property transaction is reasonably neutral, limiting the potential for capital gains and the risk of capital losses.

2. Internal mobility

The Fund will allow **internal mobility** within its affordable housing programme providing a **number of conditions** are all met.

In this framework, people who have already acquired an affordable home can acquire a new one providing they sell the old one to the Fund, which will exercise its pre-emptive right, within six (6) months of the new apartment being completed and the keys being handed over.

In order to benefit from this exception, applicants should be able to show a **long-term change in the composition of**



Partager +
qu'une simple adresse

their household or their circumstances compared to when they acquired their current affordable home, making it unsuitable or at the very least less suitable. The Fund's assessment of the change and whether it is a long-term change is decisive.

Exceptions to this rule may be granted in very exceptional cases.

Please note that, other than priority on the list of applicants, **persons applying to switch homes under this internal mobility programme will not benefit from any other advantage**. Thus it is for them to take care of the potential consequences, such as tax charges (VAT, abatement, tax reduction, etc.) or mortgages or other encumbrances resulting from their decision to change homes.

In addition, the pre-emptive right, and in particular the determination of the pre-emptive/takeover price, will be applied pursuant to the applicable provisions, with no special arrangements to mitigate the consequences of a resale of a person's first affordable home shortly after its acquisition.

Internal mobility applicant buyers will be given priority over all other applicants.

3. Natural person

> an Affordable Housing unit may only be purchased by a **natural person** (or natural persons) (excluding legal entities);

4. Requirement to have paid employment or residency in the wider Luxembourg City area

> only private natural persons with **paid employment** in the **region** as defined in annex 1;

also **retired** private natural persons, who are not subject to the condition of employment in the **region** defined in annex 1, but who must however reside within the defined area.



Partager +
qu'une simple adresse

The applicant purchasing a property must prove that, at the time the purchase takes place, that they are in paid employment in the area defined as follows:

City of Luxembourg region, extending from:

- Strassen: area between the municipal boundary and the A6 motorway,
- Howald: area between the municipal boundary and the A1 motorway,
- Niederanven and Sandweiler: area between the municipal boundary, the A1 motorway and the airport runway.

7/25

(see annex 1 at the end of the document)

The company's registered office is used as the primary location.

Without prejudice to this, a person may attempt to show by any document (certificate, etc.) that their primary activity (more than 50%) takes place within the area. The Fund will then make its own assessment.

This condition must be met at the time the application is submitted, during the draw, and when the notarial act is signed.

Retired people, instead of working in the defined area, must prove that their primary residence is within the defined area when they submit the application.

In a group of two (2) adults, at least one (1) or the two (2) must fulfil this condition. In a group of more than two (2) adults, at least half the individuals concerned must fulfil this condition.

This condition does not apply in the case of a direct heir to an estate personally occupying the residence.



5. Condition of no prior property ownership and no commitment to a transfer

> the applicant must **not be the owner nor beneficial owner nor co-owner**, directly or indirectly (for example through one or more real estate investment company) of a residence and/or land on which a residence could be constructed, either in Luxembourg or abroad, when submitting the application for the purchase of a home or when signing the notarial deed with the lessee.

8/25

Any applicant to purchase a property who is (co-)owner or (co-)beneficial owner of a property in Luxembourg or abroad, directly or indirectly, must undertake to do everything in their power to transfer their right(s) to the said building(s), residence(s) or land within six (6) months of the date on which the keys to the Kiem2050 Project property are handed over.

To demonstrate this transfer, once it has taken place, a certificate of non-ownership, or equivalent, must be provided. If an applicant owns a property, they must provide a sworn statement stating that they undertake to sell their property or beneficial interest within the stipulated period.

This clause does not apply if an affordable housing unit is inherited.

Exceptions to this rule may be granted in very exceptional cases.

Penalty

If the buyer fails to comply with this clause, and if no transfer is made within six (6) months, the Fund or its successors may unilaterally terminate in advance, *ipso jure*, all or part of the long-term lease granted to the buyer, at any time during the term of the lease.



Partager +
qu'une simple adresse

9/25

The property will be bought back by the Fund or its successors under the conditions used to determine the purchase price of the property when exercising the pre-emptive right.

In addition to this buy-back, the Fund or its successors will demand payment of a penalty amounting to €50,000 (STATEC half-yearly index of building prices Series A2 of January 2019), without prejudice to other damages. In this respect, the Fund reserves the right to compensation, except and only to the extent that this compensation would impair the ability of the credit institution involved to recover part of its outstanding balance.

IV. **CONDITIONS TO COMPLY WITH AFTER PURCHASE: OCCUPANCY**

1. **Actual, personal, primary and permanent occupation**

> the apartment must be occupied effectively, in person, as a main and permanent residence;

Letting, non-occupation of the apartment or making it available free of charge are not allowed.

Explanation:

The prospective buyer must purchase a home for their actual, primary, personal and permanent use and occupation within the meaning of the Grand-Ducal regulation of 5 May 2011 establishing the implementation measures relating to individual housing subsidies promoting access to home ownership and the amended law of 25 February 1979 on housing subsidies, as amended and interpreted.

Evidence must be provided of compliance with the condition of actual, primary, personal and permanent residence, in particular through an extract from the relevant population register issued by the Luxembourg municipal authorities. This document must be produced, on request, within 6 months of the handover of the keys. This document must be provided,



but may not be sufficient. If there is any doubt, the Fund reserves the right to request further evidence.

Penalty:

If this condition is not complied with (e.g. renting, making the property available - for payment or free of charge -, not actually, personally, permanently and primarily occupying the property, etc.), the Fund or its successors shall demand payment of a penalty:

- for the residence: payment of a fixed-rate penalty of €10,000 (STATEC construction price index of January 2019),
- and for all the areas let, an amount equal to all the gross rental income excluding VAT that it receives, will receive in the future and has received in the past throughout the term of the lease,
- the termination of the rental contract and the buyer themselves taking up effective, personal, permanent and primary occupation of the property.

The amount of the penalty is determined on the day on which non-compliance is established.

If the Buyer does not do this or if another violation of the conditions is established, the Fund is within its rights to buy back the property, in particular the termination of the Affordable Housing at the Pre-emption Price, minus a flat-rate compensation payment of fifty thousand euros (€50,000) (STATEC construction price index of January 2019), without prejudice to other damages and interest.

Special cases



11/25

- No commercial activity, whether as a company or an individual, can be registered in a residential property. Likewise, the registration of non-commercial companies is also prohibited.
- If the property buyer dies:
 - either one of the heirs of the deceased owner takes possession of the residence in order to occupy it personally (for their actual, primary, personal and permanent use). They must begin to occupy the property within a period of one year from the opening of the estate;
 - or the Fund or its successors will buy back the property at the end of the one-year period following the opening of the estate at the Pre-emption Price.
- Exceptions to this rule may be granted in very exceptional cases.

In these cases, the property may be made available to a public developer for affordable or social letting, subject to conditions to be determined by the public entity.

Please note that the Fund does not guarantee any rent beyond a token amount (e.g., €50/month). The Fund or its successors reserve the right to carry out checks to verify compliance with these provisions.

V. DISTRIBUTION OF HOUSING

The principle is as follows:

- a maximum of seven (7) Affordable Housing units are reserved for retired persons.



Partager +
qu'une simple adresse

Access to the different housing types is subject to the following conditions:

- an applicant with a dependent child or children and/or care of a dependent person(s) can apply to purchase an apartment with two (2), three (3) or four (4) bedrooms;
- a retired applicant can apply to purchase an Affordable Housing unit with one (1) or two (2) bedrooms;
- an applicant with no children or care of a dependent person can only apply to purchase an Affordable Housing unit with one (1) or two (2) bedrooms.

12/25

The concept of a "dependent child" is understood primarily in terms of their presence on the household composition form or the extended certificate of residence. However, "unborn" children are also taken into account if a pregnancy has been confirmed (medical attestation required). However, your tax records may also be taken into account.

Without prejudice to the above, a person may attempt to demonstrate that they are in fact responsible for a child by presenting any document (judgement, certificate, etc.) that proves this. The Fund will then make its own assessment.

VI. RANDOM DRAW AND RESULTS

The order in which applications will be considered will be determined by drawing lots by the bailiff.

First, lots will be drawn to establish lists defining the order in which applicants will be considered according to the category in which the applications are classified.

On these lists, the choice of housing type made by the various buyer-applicants is included as a decisive factor.



Partager +
qu'une simple adresse

The residential property type is limited by this selection. Thus an applicant will be contacted only with a view to his acquiring an apartment corresponding to the choice made in his/her application.

Applications that do not clearly indicate a choice of type of residential property will not be considered.

VII. THE PROPERTIES: APPLICABLE SCOPE

13/25

The property is sold for the price indicated, with fittings and basic sanitary facilities (WC, bath and/or shower, sinks and taps).

The supply and installation of other fixtures and fittings must be financed and managed by the buyer, if necessary in agreement with the developer, as an addition to, or as a reduction from, the purchase price.

To the extent that the surface area is purchased by the buyers based on a floor plan and a specifications, these documents correspond to the unit which the developer will deliver to the buyer, and to the unit which the Fund, in its capacity as owner, will re-acquire, either when it exercises its pre-emptive right or at the end of the lease.

However, minor alterations may be made, provided that the buyer obtains the express prior agreement of the Fund and the developer.

The Fund reserves the right to accept changes requested by the buyer that would not be intended to change the type or use of the unit in the broadest sense and which do not result in this occurring in practice.

In particular, this means that the types of room and/or spaces (for homes: bedroom, living room, kitchen, WC, bathroom, storage room, laundry room, etc.), as well as their number and distribution (distribution between floors, connections between



Partager +
qu'une simple adresse

rooms/spaces, separation of functions, partitioning, etc.) cannot be changed.

In all cases, even where the above conditions are met, the Fund's assessment of the changes requested remains decisive.

Under the initial circumstances of the sale of property on future completion, once the Fund has given its approval, the question then arises as to the technical feasibility of making the desired changes, while meeting the deadlines imposed on the developer, in particular by the Fund. This must be discussed with the developer, who also has full discretion over the changes requested. In principle, within these parameters (technical feasibility and compliance with maximum deadlines) and subject to the Fund's agreement, any improvements are to be discussed with the developer, with the understanding that any additional costs incurred (materials, labour, deadlines, etc.) will be borne entirely by or for the benefit of the buyer.

In order to assess the additional value or loss of value to apply to the fixed price, in the Specification the developer has provided a description of all its services and their cost, per unit (in terms of surface area, volume, per room, etc.), which can be used to determine the additional value and/or loss of value resulting from the supply and/or installation of equipment and/or fittings other than those initially specified. Under no circumstances may these modifications give rise to any reduction or reimbursement of the sale price agreed in the notarial deed.

During the lease, once the Fund has given its approval, the question then arises as to the technical feasibility of making the desired changes, in compliance with the co-ownership rules. This must be discussed with the property manager.

In general, and throughout the term of the lease, and without prejudice to the powers of the Building Manager or the co-owners, all matters relating to the external appearance of the



buildings and/or facilities (including green spaces and gardens) and the use thereof must be expressly approved in advance by the project architect or his/her successors and the Fund, before any changes are made. This applies both to the Fund, in its capacity as owner, and in its legal role as manager and guarantor of urban development and land use on the Kirchberg Plateau, which is in the public interest.

If changes are made in breach of these provisions, the Fund reserves the right to immediately and unilaterally terminate the long-term lease of the areas concerned and/or to apply a lump-sum penalty of €50,000 (fifty thousand euros) (STATEC half-yearly construction price index Series A2 of January 2019), without prejudice to other damages, when exercising its pre-emptive right or at the end of the lease.

The sub-division of the residences is not permitted. The same applies to combining two properties (including any other similar situation).

Cellars are part of the property and cannot be sold separately.

VIII. PARKING SPACES: APPLICABLE SCOPE

- > there is a limited number of parking spaces;
- > Parking spaces are sold by the Developer at an unrestricted price

IX. PURCHASE PRICE

> the sale prices of affordable housing units are listed on the website and will be specified on the reservation contract. These prices are based on the STATEC half-yearly Construction Price Index Series A2 of **January 2024** (index **October 2023** rating 1,140.51).



Partager +
qu'une simple adresse

Note

The long-term lease fee for the land share, the costs and fees of surveys and, where applicable, the price of buildings already completed as at the date on which the notarial deed is signed, are payable on the date on which the notarial deed is signed.

The balance of the sale price will be payable in successive instalments as the work progresses, according to a schedule to be defined in the notarial deed.

Each instalment of the pre-tax price of the buildings to be completed will be revised when each instalment is invoiced according to the change in the latest STATEC half-yearly Construction Price Index Series A2 on the date of each invoice, the base index being the STATEC half-yearly Construction Price Index Series A2 of January 2024 and corresponding to the **October 2023** index).

No downward indexation is possible and, indexation is strictly limited to 5% of the total Sale Price from the price which will be indicated in the Notarial sale deed.

X. PRE-EMPTIVE RIGHT

> the Fund or its successors have a pre-emptive right in the event of the resale of the property and parking space.

Explanation

A pre-emptive right is a priority or preferential right granted to private or public persons to acquire an asset before any other person, providing the owner is willing to grant it.

The Fund or its successors have a pre-emptive right in the event that the buyer sells a property (including parking spaces and cellars).



This pre-emptive right applies throughout the duration of the lease (from the notarial deed of purchase to the end of the lease) and to all disposals: for valuable consideration (exchanges, etc.) or free of charge, with the exception of succession.

The Fund or its successors are free to exercise this right or not.

The pre-emptive right shall be exercised at the Pre-emption Price (as defined hereinafter).

17/25

In practice

The seller must inform the Fund or its successors, by registered letter with acknowledgement of receipt, of their intention to sell all or part of the property.

The Fund or its successors will have a period of 6 (six) weeks from receipt of the aforementioned letter to notify the seller of its decision by registered letter, failing which the pre-emptive right will be forfeited.

If the Fund or its successors decides to exercise its pre-emptive right (at the Pre-emptive Price), the seller has the right to abandon the planned sale in all circumstances.

If the Fund or its successors decides not to acquire the property, the seller may sell it to a third party and undertakes to ensure that the third party complies in full with the following provisions:

- > when the notarial deed of purchase is signed, they are:
 - a natural person,
 - not the (co-)owner, and/or (co-) beneficial owner of a property, directly or indirectly in Luxembourg or abroad,
 - have proof of employment in the designated area, or proof of residence for retired people,

> for the entire term of the lease:



Partager +
qu'une simple adresse

- effective, personal, permanent and primary occupation of the property,
- the pre-emption clause either at the market price if the Fund or its successors have not exercised their pre-emptive right in a prior sale of the entire property, or at the Pre-emptive Price if the Fund or its successors have exercised their pre-emptive right.

The seller also undertakes to include the same clauses in any subsequent deed of sale.

18/25

The pre-emptive right may be exercised by the Fund itself, by the State, by SNHBM or by any other public legal entity that it may nominate.

The pre-emptive right as referred to above will cease to apply if the property is sold by compulsory public auction, in accordance with the provisions of Article 71 of the Luxembourg Law of 2 January 1889 on the seizure of real estate and incorporated into the New Code of Civil Procedure under Article 879, in order to obtain payment in full from the proceeds of this sale.

However, if the winning auction price is higher than the Pre-emptive Price, the buyer will owe the Fund or its successors an amount equal to the difference between the winning auction price and the Pre-emptive Price.

Penalty

Should the pre-emptive right not be respected, the Fund or its successors shall be entitled to request the legal cancellation of the sale contract signed with the buyer of the property and/or the cancellation of the contract concluded between the buyer and the third party, without prejudice to its right to claim damages.

XI. BUYBACK VALUE ON SALE

1. For the entire term of the long-term lease:



Partager +
qu'une simple adresse

19/25

In the event of the resale of the property, the Fund or its successors may exercise its pre-emptive right at the **Pre-emption Price**.

In general, the Pre-emption Price is equivalent to the residual value of the property, taking into account changes in the value of money, obsolescence and the reduced length of the lease

More precisely, the Pre-emption Price is the sum of:

the building costs (including architects' and engineers' fees) paid by the initial buyer to the developer, plus the change in the construction price index, beginning from the third year after completion of the building, and reduced by 1% for each year after completion of the building (day of completion = 100%). The reduction is calculated on a daily basis.

and

the share of the land, adjusted for the increase in the building price index and reduced pro rata for the years of the lease that have elapsed (1/99 per annum, calculated per day)

and

any capital gains, as detailed below

and minus any extraordinary capital losses due to the fault or negligence of the buyer and/or any penalties that may apply for breaches of obligations.

Note



Partager +
qu'une simple adresse

20/25

Any added value created by the buyer during their ownership (the kitchen, built-in furniture and bathroom fittings, etc.) are depreciated over ten years (straight-line depreciation), provided that this added value does not exceed 12% of the pre-emption price of the property and that the work undertaken is of a neutral nature so as to be suitable for an average buyer. Repainting is not taken into account.

Luxury fixtures and fittings will not be taken into account (e.g. hot tub, sauna, wine cellar, etc.).

Only paid invoices for the most recent renovation work carried out will be taken into account. Last-minute alterations that are unrelated to the usual use and condition of the building will not be taken into account. If a property that has been sold after completion, i.e., with 16% (or 17%) VAT, is purchased, the amount of VAT that may have been paid to the buyer by the Registration Authority will also be deducted from the purchase price, unless this amount has already been paid by the buyer to the Registration Authority.

- Case of resale by a joint owner, in the event of joint acquisition:
 - Either all the joint owners agree to the purchase by the remaining joint owner(s) of the undivided shares sold, regardless of the distribution between the remaining joint owners. In this case, the sale will be authorised by the Fund and must be for the Pre-emptive Price, after the Fund has been given at least one month's notice. The Fund's acceptance of this purchase does not preclude it from subsequently exercising its pre-emptive right at the Pre-emptive Price;
 - Or all the joint owners are unable to agree on a purchase by the remaining joint owner(s), and, in application of the general rules on joint ownership, the entire property is offered for sale, subject to the Fund's pre-emptive right.



2. At the end of the lease

The Fund or its successors will buy back the buildings at the value of the shell (structure, windows, roof, external facade) as established by the parties at the time of the valuation or, if no agreement can be reached, by a panel of three experts.

The value of finishing work built on the shell (partitions, cladding, fireplaces, fixtures and fittings, electrical work, interior joinery, bathroom fittings, kitchens, heating, air conditioning, lifts, etc.) and the value of the land will not be taken into account when setting the purchase price.

XII. DURATION OF EFFECTIVENESS OF APPLICATION, PURCHASE AND OCCUPANCY CONDITIONS

> the following conditions:

- be a natural person,
- not be the (co-)owner of a property at the time of the purchase, and/or (co-) beneficial owner of a property, in Luxembourg or abroad,
- have proof of employment in the designated area at the time of the purchase (exception made for retired people),
- have proof of residence in the designated area at the time of the purchase for retired people,

must be fulfilled on the date of signature of the notarised deed of purchase and by all buyers (with the exceptions described above).

> the following conditions:

- effective, personal, permanent and primary occupation of the property,
- the pre-emption clause either at the market price if the Fund or its successors have not exercised their pre-emptive right in a prior sale, or at the Pre-emptive Price



Partager +
qu'une simple adresse

if the Fund or its successors have exercised their pre-emptive right,

must be fulfilled **throughout the entire term of the lease** by all buyers (with the exceptions described above).

XIII. REPOSSESSION FOR NON-COMPLIANCE WITH APPLICATION, PURCHASE AND/OR OCCUPANCY CONDITIONS

22/25

> If the buyer fails to comply with one of the above clauses (with the established exceptions), the Fund or its successors may unilaterally terminate in advance, *ipso jure*, all or part of the long-term lease granted to the buyer.

The property will be bought back by the Fund or its successors under the conditions used to determine the purchase price of the property on exercise of the pre-emptive right, after deduction, if compensation is due, of a flat-rate penalty of €100,000 (one hundred thousand euros) (STATEC semi-annual construction price index for April 2022), without prejudice to any other damages and interest. The Fund's ability to pay compensation as described above is excluded if, and to the extent that, such compensation would impair the ability of the relevant credit institution to recover part of its outstanding balance.

XIV. GENERAL NOTE

Arrangements intended to circumvent the obligations and restrictions set out in this document, or the principles thereof, are prohibited. If such an arrangement is put in place or attempted, the Fund or its successors shall be entitled to terminate, unilaterally and in advance, *ipso jure* and without notice, all or part of the long-term lease granted to the buyer, after deduction of a flat-rate penalty clause of €50,000 (fifty



Partager +
qu'une simple adresse

thousand euros) (STATEC construction price index of January 2019), without prejudice to other damages and interest.

The Fund reserves the right to carry out checks to verify compliance with the above provisions.

Buyers must cooperate in good faith.

XV. PERSONAL DATA PROTECTION

23/25

In the context of and for the purposes of carrying out this transfer, applicants agree that the Kirchberg Plateau Urban Development Fund ("the Fund") may process their personal data (the "Data") that they share, in accordance with the General Regulations on Data Protection ("GDPR"). Acceptance of this constitutes explicit consent to the said processing, particularly in a pre-contractual context.

In this respect, the Fund serves as the data controller. Its full contact details are Rue Erasme, 4 to 1468 Luxembourg; tel.: (+352) 26 43 45 10; fax: (+352) 26 43 45 40; info@fondskirchberg.lu

The Fund will disclose the data to its subcontractors, i.e., the bailiff's office and, for shortlisted applicants, the developer. In this context, the Fund undertakes to ensure that its subcontractor complies with the GDPR and the Fund's Data Processing Policy.

The Fund agrees to adhere to the GDPR and notably to limit the data collected, the processing and transfer thereof and the period of time for which they are stored to the minimum required to carry out this project. The data is not intended to be used for any further purpose or any other than the original purpose it is intended to serve.



Partager +
qu'une simple adresse

Any party/participant has the right to withdraw their consent. However, this may result in the termination of the contractual relationship.

The Fund will maintain a processing register that can be consulted upon reasoned request.

The data in question is notably protected by the security of the Grand Ducal State Government's IT system as set up by the State Information Technology Centre (CTIE).

24/25

All parties/participants have the right of access to their data, the right to rectify and/or erase said data, in addition to the right to limit and/or oppose the processing of their data.

In addition, each party/participant has the right to the portability of their data. In practice, data portability means transmitting data in a structured, commonly used and machine-readable format to the requester or directly to another data controller. This right only applies to data processed automatically and which was supplied by the applicant. This right is different from the other rights outlined above, in particular the right of access (which concerns the applicant's right to access to all their data, confirmation of whether or not processing is taking place, the purpose(s) of the processing, the categories of data processed, the identity of any recipients, the retention period, the existence of the applicant's rights, the source of the data processed and not supplied by the applicant, and the existence of any automated decision-making and/or profiling mechanism(s)).

All data subjects also have the right to lodge a complaint with the Luxembourg National Commission for Data Protection (CNPD, 1 Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette).

Any requests or questions regarding the processing of data should be addressed to the Data Protection Officer (4 Rue



Partager +
qu'une simple adresse

Erasme, 1468 Luxembourg, tel.: (+352) 26 43 45 10; fax:
(+352) 26 43 45 40; info@fondskirchberg.lu).

Parties/participants whose data is processed by the Fund
undertake to notify the Fund if any of this information changes.