



REQUEST FOR PROPOSALS FOR THE ATTENTION OF  
CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)  
FOR THE PURPOSE OF  
THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF LOT(S) 1 TO  
5 OF THE "GRÜNEWALD WEST MIXED-USE PROJECT" SITE  
FOR  
THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A MIXED-USE  
REAL ESTATE PROJECT  
**TENDERING  
RULES**  
**Submission of applications for phase I of selection:**  
**30.05.2025, 4 p.m.**

**Version dated 10 March 2025**

**Révision 01 du 30 avril 2025**



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## **1 ORGANISER AND COMMUNICATION**

### **1.1. ORGANISER**

This request for proposals is organised by the *Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg* [Town Planning and Development Fonds of the Kirchberg Plateau] (the “**Fonds**”), a public institution created by the amended law of 7 August 1961 and represented by its chairman, Mrs Sylvie Siebenborn.

#### Address

Fonds d'Urbanisation et d'Aménagement du Plateau de Kirchberg  
4, Rue Erasme  
L-1468 Luxembourg  
Tel.: (+352) 26 43 45 10  
[info@Fondskirchberg.lu](mailto:info@Fondskirchberg.lu)

#### Introduction

The Fonds was created and is governed by the law of 7 August 1961 relating to the creation of a Town Planning and Development Fonds of the Kirchberg Plateau, as amended. The Fonds is administered by a Board of Directors composed of nine members, appointed by the Grand Duke on the proposal of the Government in Council, and is managed on a day-to-day basis by a Director and an Office.

The Fonds bears the expenses relating to its operation and its investments alone and, to this end, can use the proceeds earned from its property transactions (transfer, concession of rights in rem, rental). The Fonds keeps commercial accounts and is subject to the supervision of the Court of Auditors.

The Fonds's public interest missions are the construction of the Grand Duchess Charlotte Bridge, and the town planning and development of the Kirchberg Plateau and the road network (and its accessories) on the Kirchberg Plateau.

Its main mission is the town planning and development of the Kirchberg Plateau. This involves, in particular, the full implementation of the General Development Plan (GDP) of the City of Luxembourg, amended where necessary in close consultation with the City, and the development of the full potential of the land on the Kirchberg Plateau in the manner deemed most appropriate.

### **1.2. ADDRESS TO WHICH THE APPLICANT'S EXPRESSION OF INTEREST MUST BE SENT**

#### **Phase I of compliance and selection**

Anyone interested in the request for proposals is invited to express their interest by sending an email to [GRouest@Fondskirchberg.lu](mailto:GRouest@Fondskirchberg.lu), and will receive the updated documents, if applicable.

Furthermore, the Applicant undertakes to submit the documents relating to its application with the same naming scheme as that initially transmitted.

The Fonds reserves the right to disregard expressions of interest sent by any means of communication other than this.

1.3. ADDRESS WHERE QUESTIONS OR REQUESTS FOR FURTHER INFORMATION CAN BE SENT

Any questions or requests for further information should be sent by email to the address mentioned in point 1.2.

The Fonds reserves the right to disregard any question or request for further information sent by any means of communication other than this.

1.3. ADDRESS TO WHICH APPLICATIONS (PHASE I) / PROPOSALS (PHASE II) SHOULD BE SENT

**Phase I of compliance and selection**

All documents to be submitted should be sent by email to the address mentioned in point 1.2.

The documents must be submitted by email **in a single transmission** to the address indicated in point 1.2. If the size of the files attached to the application email exceeds the maximum permitted capacity (for information, this is 20 megabits), the Consortium may submit its application via any platform that allows the transfer of larger files (such as WeTransfer or any other equivalent).

**Phase II of appointment**

All documents relating to the submission of applications in phase II, appointment, are to be sent to a bailiff's office that will be designated by the Fonds when the documents relating to Phase II are transmitted.



## 2 PURPOSE OF THE REQUEST FOR PROPOSALS

### 2.1. DESCRIPTION OF THE PROJECT

The Fonds is launching this request for proposals for developer(s) (hereinafter the “**Developer**”), architect(s) and engineer(s) (hereinafter the “**Consortium**” for the entire applicant team) with a view to obtaining proposals for: i) the design, ii) the construction, iii) the financing, iv) the marketing of a mixed-use urban complex intended to mainly include housing, offices, local shops and services, as well as a mobility hub, in the “Grünwald West mixed-use project - lots 1 to 5” on the Kirchberg plateau in Luxembourg (hereinafter the “**Project**”).

The site (lots 1 to 5) represents a building land area of approximately 1.5 hectares (excluding public spaces created by the Fonds). It is located to the south of Rue des Labours, bounded to the west by Rue de Kevelaer and to the east by Rue André Vésale. To the south of the site, a protected landscaped area borders the plot and extends into the surrounding zone.

Subject to the successful signing of the related notarial deed in accordance with the rules of this request for proposals, the site will be subject to one or more emphyteusis and/or surface rights granted by the Fonds to the selected Developer for a period of 99 years.

Clarifications concerning the boundaries of the plots and their respective minimum surface areas are indicated in the Specifications.

The general and specific objectives are set out below and described in greater detail in the Specifications made available to the applicants. The programme guidelines, planning constraints and requirements are specified therein, as well as the conditions relating to the granted emphyteusis right.

The project involves the construction of lots 4 and 5 with a gross buildable area of approximately 23,500 m<sup>2</sup> and lots 1 to 3 with a gross buildable area of approximately 21,500 m<sup>2</sup>.

The implementation schedule is organised as follows:

- The Developer undertakes to carry out the work within a maximum period of 72 months.
- Work on lots 4 and 5 must begin no later than 6 months after the building permit is granted.
- Work on lots 1 to 3 must start no later than 3 years after the start of work on lots 4 and 5.
- Should the Developer start work on lots 1 to 3 at least 6 months after the start date of work on lots 4 and 5, it will be considered that it is carrying out the work in phases.
- For each lot, the maximum construction period is 36 months from the start of work to the acceptance.

**The project is divided into two missions:**

- Design, construction and marketing mission (Developer = Contracting Authority) for:
  - Housing units marketed on the open market (“**Open-Market Housing Unit(s)**”);
  - The housing units of the Kirchberg Fonds programme, marketed at below market price, with conditions on their acquisition and occupation (the “**Kirchberg Fonds Housing Unit(s)**”) intended for sale;
  - The Mobility Hub and other service sector spaces.



As the Contracting Authority, the Developer will be responsible for completing all the necessary authorisation procedures. The Fonds will have the right to monitor the execution of the operation and its compliance, as well as compliance with the requirements set out in the Specifications.

The operation will have to be financed by the marketing and/or operation of the commercial, administrative and residential areas to be developed. The remuneration of the “investor-developer”, who will exclusively bear the risks of the operation, will thus be drawn from the proceeds of the marketing and/or operation of the areas.

- Design, construction mission (Fonds = Contracting Authority) for:
  - Affordable housing as defined by article 29 bis of the Housing Pact 2.0;
  - The Kirchberg Fonds Housing Units intended for letting by the Kirchberg Fonds (10%).

## 2.2. PROVISIONAL SCHEDULE

The timetable below is an indication of the course of the remainder of the procedure, from the publishing of the Tendering Rules (subject to modification and adjustment and without any rights arising therefrom).

<b>PROVISIONAL SCHEDULE AS AT 27.02.2025</b>		Comments of the assessment panel
<b>Phase I (compliance and selection)</b>		
<b>Publishing of the request for proposals</b>	<b>10.03.2025</b>	
Deadline for sending questions and reporting ambiguity, errors or omissions	30.04.2025	
<i>Easter school holidays: 5-20 April</i>	<i>For information</i>	
Estimated date of sending of answers to the questions (1)	No later than 05.05.2025	
<b>Deadline for submitting application files</b>	<b>30.05.2025, 4 pm</b>	
<i>Whitsun school holidays: 24 May-1 June</i>	<i>For information</i>	
Preliminary assessment panel	16.06.2025	
Final assessment panel	04.07.2025	
<i>Summer school holidays: 16.07- 14.09</i>	<i>For information</i>	
Notification to participants	22.07.2025	
<b>Phase II (appointment) (3)</b>		
<b>Phase II.1 (interim)</b>		
Submission of specifications to shortlisted applicants	Tuesday 29.07.2025	
Deadline for sending questions and reporting ambiguity, errors or omissions	30.09.2025	
Estimated date of sending of answers to the questions (2)	17.10.2025	
<b>Deadline for submission of interim projects</b>	<b>14.11.2025, 16h</b>	
Analysis by the Preliminary Assessment Panel	15.12.2025	



Final assessment panel	15.01.2026	
<b>Phase II.2 (final)</b>		
Deadline for sending questions and reporting ambiguity, errors or omissions	26.02.2026	
Estimated date of sending of answers to the questions (2)	13.03.2026	
<b>Deadline for submission of projects</b>	<b>20.03.2026</b>	
Preliminary assessment panel	10.04.2026	
Final assessment panel	27.04.2026	
<i>Kirchberg Fonds CA</i>	Mai 2026	
Proclamation of the result of the request for proposals	Mai / juin 2026	

- (1) These answers will form an integral part of the requirements and observations to be complied with for the said request for proposals. They will be sent to all applicants who have withdrawn from this request for proposals in a non-anonymous manner.
- (2) These answers will form an integral part of the requirements and observations to be complied with for the said request for proposals. They will be sent to all applicants selected for phase II.1 and/or II.2, respectively, of the appointment process.
- (3) The Fonds reserves the right to postpone the launch of Phase II of appointment until the SDP (special development plan) has been validated, or any appeals have been favourably resolved.

## 2.6. COMMITMENTS

By submitting its bid, the Consortium commits, in the event that its bid is selected by the Fonds:

- to the fulfilment of its bid, in accordance with it (in particular the architectural project and deadlines);
- to the signing of a deed of concession of emphyteusis and/or surface rights in accordance with the principles set out in section B12;
- to the payment of the fee;
- to the marketing of the entire project, in accordance with the requirements set out in section B12.

In order to facilitate the management of your cash flow in the context of the GRO real estate project, we would like to provide you with the following clarifications concerning the key financial aspects of the project.

### 1. Land royalties

Land charges will only be payable on receipt of the relevant building permit. This means that no payment will be due before this stage, and therefore not at the time of signing the deed.

However, a bank guarantee for 25% of the total amount of the fees must be provided at the time of signing the deed, but this does not preclude payment of the fees before planning permission is granted.

### 2. Areas/buildings taken over by the Fund



With regard to the areas that will be taken over by the Fund (in particular housing under Article 29bis and housing leased from the Kirchberg Fund), payments will be made directly on the basis of the progress of the work, allowing for more flexible and dynamic cash management.

What's more, the developer will not have to pay any land charges to the Fund for these areas, which will considerably reduce the costs involved.

The Consortium must ensure that it obtains all the rights necessary to carry out the project in accordance with the architectural project selected and accepted by the Fonds.

### **3. PROCEDURE**

#### **3.1. INTRODUCTION**

The procedure for choosing the Consortium will be carried out in two phases:

##### **Phase I: Compliance and selection phase**

Procedure for selecting the consortiums of developer(s)/architect(s)/engineer(s) that will be chosen to participate in the appointment phase to develop a financial bid and an architectural proposal.

This selection procedure is based on an application file intended to demonstrate the consortium's qualifications in terms of its competence, experience and reliability (see Appendix 2).

The Fonds will select a maximum of 5 consortiums, and reserves the right to appoint a substitute.

No participant has been selected yet.

##### **Phase II: Appointment phase**

Procedure for appointing the consortium of developer(s)/architect/engineer(s) with the Developer with whom the Fonds will enter into a deed of concession of emphyteusis and/or surface rights.

In addition to the Developer's commitment to entrust a mission to the architect (See Appendix 3.2 Service mission), in the event of the appointment of the consortium, the Developer undertakes to award a mission for the continuation of the project and until its completion to a civil engineering consultancy firm and to a technical engineering consultancy firm.

The Fonds draws the attention of Applicants to the fact that it reserves the right to terminate the request for proposals procedure that is the subject of this request for proposals at any time, without any compensation being due to Applicants. **However, the Promoter undertakes to pay the architect/engineer for his services during the designation phase.** Furthermore, the second phase of the request for proposals will only be launched if the SDP (special development plan) is validated.

Furthermore, in the event that the Developer undertakes to carry out the project in two phases, the Fonds also reserves the right not to award the second phase (lots 1, 2 and 3) in the event that phase 1 (lots 4 and 5) is not executed satisfactorily.

The appointment procedure is based on a price bid and an architectural and landscaping project.





### 3.2. PARTICIPATION TERMS AND CONDITIONS

Each consortium may only submit its application once.

Any consortium submitting an application must indicate the architect(s) and engineer(s) that it will appoint to develop and implement the project, with whom it will form an inseparable group.

However, it is specified that the Consortium forms a whole within the framework of this request for proposals (Developer(s) - Architect(s) - Engineer(s)), that the members of the Consortium will be rated separately and that only the Developer will be a signatory to the deed of concession of the surface and emphyteusis rights.

Each component of a consortium can only participate in one consortium.

Consortiums consisting of a developer and one (or more) architect(s) and engineer(s) selected by the assessment panel following the request for proposals are eligible to participate in the request for proposals.

Only applications and projects selected by the Fonds following this request for proposals will be considered. Competitors must participate in the same consortium under which they submitted their application.

### 3.3. QUESTIONS AND ANSWERS

All questions will be answered collectively, generally and anonymously. The answers to the questions will be sent to all interested parties.

These answers will form an integral part of this request for proposals.

#### **4. ADMINISTRATIVE INFORMATION**

##### **4.1. LANGUAGES**

All documents must be drafted in French. If necessary, documents should therefore be translated into this language. The Consortium will therefore be responsible for translating them.

Only this request for proposals is available in French and English, and the French version is binding.

The deed of concession of emphyteusis and/or surface rights shall also be drafted in French.

##### **4.2. AMBIGUITY**

Applicants who notice any ambiguities, errors or omissions in any of the documents submitted as part of this tendering process are required to inform the Fonds immediately at the email address mentioned in point 1.2. no later than the dates defined in point 2.2. of these Rules.

##### **4.3. INDEMNITIES**

The Fonds will contribute €50,000 (including tax) towards the compensation of the project management offices, only for the Consortium selected for Phase II.2 of final appointment, provided that the developed project obtains a minimum of 24 out of 40 points. Furthermore, the Developer undertakes to transfer the benefit of the entirety of the said compensation to the project management office, including the subcontracted landscape architect (See Appendix 3.2 Service mission). **The Developer undertakes to pay the architect/engineer for his services during the designation phase.**

##### **4.4. FOLLOW-UP TO THE REQUEST FOR PROPOSALS**

Subject to the receipt of special authorisation from the Government in Council and the approval of its supervising Minister, in accordance with the applicable provisions of the amended law of 7 August 1961 on the creation of a Town Planning and Development Fonds for the Kirchberg Plateau, as amended, the Fonds will normally sign a deed of concession of emphyteusis and/or surface rights with the Developer belonging to the consortium that obtained the highest total number of points in Phase II.

However, the Fonds's board of directors may also, for any reason whatsoever, decide not to select any of the applicant project Developers or select an applicant other than the one recommended by the Expert Committee.

It is emphasised that the decision of the Final Assessment Panel is not equivalent to signing and entering into contract(s), which remain under the sole remit of the Fonds's Board of Directors, which will decide on the execution of the Project.

The Fonds reserves the right to terminate the request for proposals at any time during the procedure. Furthermore, the second phase of the request for proposals will only be launched if the SDP (special development plan) is validated.

Furthermore, the Fonds also reserves the right not to award the second phase (lots 1, 2 and 3) in the event that phase 1 (lots 4 and 5) is not executed to the Fonds's satisfaction.

The principles of the deed of concession of emphyteusis and/or surface rights can be found in Appendix 12.

The winning project may be subject to certain amendments that prove necessary, depending on the final assessment panel's recommendations and the progress of the studies. Adaptation and fine-tuning will be carried out in close collaboration with the Fonds and will not be remunerated.

#### 4.5. EXHIBITION

The Kirchberg Fonds reserves the right to organise a public exhibition.

#### 4.6. OWNERSHIP OF THE WINNING PROJECTS

The selected architectural project is the property of the Developer, who may only use it for the execution of the work that is the subject of the request for proposals. The project management retains the copyright on its work, without prejudice to the following.

By participating, each member of the selected Consortium, individually, and the selected Consortium as a whole, authorise the Fonds, free of charge, to distribute to the public, by sale or otherwise, copies, reproductions or illustrations of their work. The Fonds may thus, for advertising and information purposes, use and reproduce the drawings, technical documents and photos of the project in progress and completed, and of its construction site, adding the names of the members concerned.

#### 4.7. LEGAL BASIS FOR THE REQUEST FOR PROPOSALS

These specifications for the request for proposals and the answers to questions constitute the legal basis that is binding on the contracting authority, the assessment panel and the participants.

By submitting its architectural proposal and its price bid, the consortium declares that it accepts the content of these specifications, the terms and conditions of the project and the legal basis.

The decisions of the Final Assessment Panel and the Fonds are final. The judgement and the ranking of projects may not be disputed.



The operation that is the subject of this tendering process does not constitute a public works, supply or services contract within the meaning of the amended law of 8 April 2018 on public procurement, insofar as its various parts are objectively inseparable and its main purpose does not fall under this legislation, which is therefore not applicable.

This procedure is initiated by a request for proposals and will be carried out in strict compliance with the principles of transparency, non-discrimination and equal treatment of applicants.

#### 4.8. FINAL COMMENTS

The consortium is inseparable. Thus, if one of them withdraws, the consortium as a whole will be excluded from the request for proposals.

The Developer must ensure that, prior to its application for the deed of transfer, it has obtained all the rights necessary to carry out the project in accordance with the architectural project selected and accepted by the Fonds. In order to ensure compliance with the deadlines stipulated in the deed of transfer, any disagreements that may arise between the developer and the architect shall not be enforceable against the Fonds.

The Fonds reserves the right to:

- terminate the request for proposals at any time during the procedure
- not enter into a deed of transfer with a consortium for the lot that is the subject of the request for proposals,

#### 4.9. JURISDICTION AND APPLICABLE LAW

This request for proposals is subject to Luxembourg law and the courts of the judicial district of the City of Luxembourg shall have exclusive jurisdiction over any dispute that may arise therefrom.

The terms referred to within this request for proposals must be interpreted according to their definition and/or interpretation at the time of its publication.

More specifically, the cadastral surface area (CS), or the weighted surface area of a lot, is the sum of the weighted surface areas of all the parts that make it up. The weighted surface area of a part is the product of its useful surface area and the respective weighting coefficient.

In this regard, reference is also made to the "INFORMATION concerning the CALCULATION OF THE USEFUL SURFACE AREA and the CALCULATION OF THE SHARE in a condominium building" of May 2017 published by the Land Registry and Topography Administration.

#### 4.10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY OF DOCUMENTS PROVIDED BY THE FONDS

The documents provided by the Fonds to the project Developers and which have not been publicised elsewhere are to be considered the property of the Fonds and confidential, and may not be disclosed, published or used without the express prior written authorisation of the Fonds.

#### 4.11. PROCESSING OF PERSONAL DATA

In the context of and for the execution of the operation, the applicant project Developers, their partners, employees and/or collaborators agree to the Fonds processing their personal data (the "data"), if they are natural persons, as well



as the data of their partners, employees and/or collaborators, within the meaning of the General Data Protection Regulation (the "GDPR").

The categories of data concerned are:

- Last name, first name, professional details (email address, telephone number, etc.), education, career.

In this respect, the Fonds acts 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](mailto:info@fondskirchberg.lu)

The Fonds undertakes to comply with the GDPR and, more specifically, to restrict the data collected, their processing and transfer, as well as the length of time they are retained, to the strict minimum necessary for the execution of the operation. The data shall not be communicated to any third party, with the exception of the members of the Expert Committee and external consultants. No subsequent use of the data or use for purposes other than the original purpose is planned.

This processing is justified by the holding of pre-contractual discussions with a view to entering into a contract.

The Fonds keeps an up-to-date Register of Processing operations, which can be consulted upon reasoned request.

The data are protected in particular by the security measures of the IT system of the Government of the Grand Duchy, as implemented by the Centre of Information Technology of the State (CTIE [*Centre des technologies de l'information de l'Etat*]).

Each data subject has the right to access his/her data, the right to rectify and/or erase them, the right to restrict and/or object to them being processed, and the right to data portability.

Each data subject also has the right to lodge a complaint with the National Data Protection Commission (CNPD [*Commission nationale pour la protection des données*], 1, avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette).

For all requests or questions concerning data processing, the contact person is the Data Protection Officer (Rue Erasme, 4 to L-1468 Luxembourg; tel.: (+352) 26 43 45 28; fax: (+352) 26 43 45 40; [info@fondskirchberg.lu](mailto:info@fondskirchberg.lu)).

The data subjects undertake to inform the latter of any changes to these data.

Applicant project Developers undertake to inform the data subjects of the foregoing.

#### 4.13. LIST OF DOCUMENTATION AND APPENDICES

##### **A0 – Executive summary rev**

##### **A1 - Tendering rules rev**

A2 - Appendix 1: Composition of the Preliminary assessment panel and Final assessment panel

A2 - Appendix 2: Compliance, selection and appointment criteria

A2 - Appendix 3: Documents to be submitted:

- 3.1.: Deliverables rev



- 3.2.: Letter of undertaking - Service mission
- 3.3.: Letter of undertaking (Developer) – Project to be carried out
- 3.4.: Declaration of intent for a bank guarantee
- 3.5.: Principle of the bank guarantee
- 3.6.: Economic and financial capacity
  - o 3.6.1. Developer
  - o 3.6.2. Other members
  - o 3.6.3. Architect + Engineer
  - o 3.6.4. Power of attorney
- 3.7.: Developer summary sheets **rev**
- 3.8.: Architect summary sheets **rev**
- 3.9.: Engineer summary sheets **rev**

A2 - Appendix 4: Documents submitted

**B1 Specifications**

B2 – Appendix 1: General

B2 – Appendix 2: The objectives of the project

B2 – Appendix 3: The urban context

B2 – Appendix 4: Programme and surfaces to be created

B2 – Appendix 5: Architectural specifications (sent in Phase II)

B2 – Appendix 6: Environmental specifications (sent in Phase II)

B2 – Appendix 7: Landscaping specifications (sent in Phase II)

B2 – Appendix 8: General building specifications (sent in Phase II)

B2 – Appendix 9: Other constraints (sent in Phase II)

B2 – Appendix 10: Specifications for the operating phase (sent in Phase II)

B2 – Appendix 11: Specifications for demolition (sent in Phase II)

B2 - Appendix 12: Principles applicable to the deed of concession of emphyteusis and/or surface rights **rev**

B2 - Appendix 13: Marketing terms and conditions **rev**

B2 - Appendix 14: Schedule (sent in Phase II)

B2 – Appendix 15: Documents relating to the “Grünwald West” project (sent in Phase II)



REQUEST FOR PROPOSALS FOR THE ATTENTION OF

CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)

FOR THE PURPOSE OF:

THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF  
LOT(S) 1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE PROJECT" SITE

FOR

THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A  
MIXED-USE REAL ESTATE PROJECT

**APPENDIX 3**

**Deliverables**

**Révision 01 du 30 avril 2025**



## LIST OF DOCUMENTS TO BE SUBMITTED BY APPLICANTS

### Comment

If the Fund finds that the application files are not complete, it reserves the right, but not the obligation, to inform the applicants concerned, giving them a new deadline, identical for all applicants, to allow them to complete their file, on penalty of exclusion.

## PHASE I of SELECTION

### 1.1 Contents of the application file in Phase I of selection

#### **1.1.1 Information about the Developer**

- - The coordinated articles of association currently in force of the economic operator
- A signed sworn statement (on a paper with a letterhead) that the applicant is not subject to a **ban on participating in public tenders**, nor to bankruptcy, court-ordered receivership or liquidation proceedings (statement less than 1 month old at the time of submission)
  - The certificate(s) issued by the competent authority confirming that the applicant is up to date with its obligations relating to the **payment of social security contributions** in accordance with the legal provisions of the country where it is established (certificate less than 3 months old at the time of submission). In the case of a bid submitted by applicants incorporated as a legal entity, the certificate referred to is that of the legal entity as well as of its directors,
  - The certificate(s) issued by the competent authority confirming that the applicant is up to date with its obligations relating to the **payment of taxes** in accordance with the legal provisions of the country where it is established (certificate less than 3 months old at the time of submission),
  - The certificate(s) issued by the competent authority certifying the up-to-date status of its **payment of taxes** (VAT) in accordance with the legal provisions of the country where it is established (certificate less than 3 months old at the time of submission),
  - An extract of **registration with the trade register or the professional register** (an official document, less than three months old, certifying the applicant's registration in the trade register or the public authority register listing commercial companies),
  - One (or more) recent (max. 3 months old) extract(s) from the **criminal record** of the Developer (natural person), and/or of the directors/managers of the Developer (legal





person), and/or of the natural persons or directors/managers of the legal person(s) that are members of a consortium,

- A copy of the **incorporation permit** authorising the applicant to work as a property developer (referred to as the Developer in this request for proposals),
- **The organisation chart of the group** of companies to which the applicant belongs,
- **An extract from the Register of Beneficial Owners (RBE)** showing the composition of the shareholding, the beneficial owners, as well as the direct and indirect economic interests within other entities, less than one (1) month old at the time of the Applicant's submission of its bid,
- A certificate of **third-party and professional liability insurance** valid for the current year as well as a certificate of a **ten-year guarantee**.
- **The turnover** for the last 3 financial years available, to be filled out in Appendix 3.6.1
- **The profit and loss accounts** for the last 3 financial years available.

In the event that the Developer, or various members of the Developer consortium, have only been operating in Luxembourg since a date after 1 January 2022, the aforementioned certificates must be provided both for the period of activity in Luxembourg and for the period of activity abroad, from the authorities of the country of the registered office or the country of their main activity.

#### - References

The Developer must indicate at least one "comparable reference", the most recent one possible:

- Of setting up property development projects and their financing
- Of architectural conception and design integrating sustainable development
- Of construction and marketing, including mixed-use ground floors with an underground car park having more than **21** parking spaces (marketing either directly or indirectly via concession)
- Of outdoor space development combined with a real estate project

A "comparable reference" means a (or a set of) collective housing buildings comprising



at least 100 collective housing units (residence of 20 units or more) that have been built (and completed) in a single real estate operation and within a maximum period of 3 years (start of project to end of project), **having an energy class of respectively according to the European standard Nearly zero Energy Building (NZEB) de la directive UE/31/2010 with a commercial ground floor.** In addition to meeting the requirements described above, references with an environmental certification are a plus.

The car park reference may be different from the other reference.

In the case of a full mission entrusted to the project manager, the project manager's references for "comparable projects" must be references for projects in Luxembourg, and the Developer's references may not be for projects in Luxembourg. In the case of a partial mission entrusted to the project manager, the references for "comparable projects" of the project manager and the Developer must be references for projects in Luxembourg.

Illustrated references should be documented with Appendix 3.7

**- Letter of undertaking (Developer) – Service mission**

The Developer must submit a sworn statement that it undertakes to grant, if the contract is signed, a service mission to the architect(s) and engineer(s) of the defined project and to honour its commitments in respect of the services in accordance with the template in appendix 3.2.

The full mission of the project manager will be preferred as part of this project for the building envelope, the complete finishing of the common areas and the outdoor and landscaping developments. Only the interior fittings of the housing units will be left to the Developer's discretion in compliance with the specifications relating to the categories of housing, namely the specifications for the Kirchberg Fund housing units as well as the specifications for affordable housing under art.29bis.

Developers are advised to take into account the services of an architect of their choice for the layout of the private parts of the housing units and the related site management.

**- Letter of undertaking (Developer) – Project to be carried out**

The Developer must submit a sworn statement (see appendix 3.3) stating that it undertakes, if the contract is signed, to carry out the winning project and comply with the specifications.



**- Letter of intent for a bank completion bond**

The Developer must draft the letter of intent for a bank completion bond (see appendix 3.4), for up to €66,000,000.00 (sixty-six million euros) for the “Grünwald West neighbourhood” project, which covers, according to the Fund's estimates, and without commitments in this regard, approximately 50% of the construction and development costs of the complexes.

Any proposal offering a letter of intent for a bank guarantee that does not comply with the attached template will be rejected.

No changes may be made without resulting in the exclusion of the Developer from this request for proposals.

**- Information note indicating the way in which the consortium** will carry out the mission, from the design stage to its presence on the worksite, if applicable, a summary note signed by the members of the consortium, specifying the distribution of the mission between partners (from the request for proposals design stage, to the execution of the project including site supervision) / methodological note specifying the conceptual approach, the organisation of work and the planned phasing

**- The presentation files** of the team members and CVs of the people in charge of the project

### **1.1.2 Information about the Architect**

Presentation and indication of the architect(s) to whom the Developer will entrust the development and execution of the project, namely their last name, first name, profession, company name, address, telephone number, email address, and, if applicable, the organisation chart of the consortium of architects as well as the distribution of the architect's mission within the framework of this request for proposals.

**- Administrative documents** to be provided by the architects:

- a certificate of **third-party liability insurance**,
- the certificate of registration in the register of the *Ordre des Architectes et Ingénieurs* [Association of Architects and Engineers] of Luxembourg, valid for the year 2025,



- **or, failing that**, the certificate of registration in the professional register of the country of origin, valid for the year 2025.
- extract(s) from the **criminal record less than 3 months old**,
- the turnover for the **last 3 financial years available**, to be filled out in Appendix 3.6.3.

- **Professional references:** a maximum of 5 references for “comparable projects”, as recent as possible.

Illustrated references should be documented on the basis of Appendix 3.8.

A “comparable reference” means at least:

- a (or a set of) collective housing building(s) comprising at least 50 collective housing units (residence of 20 units or more), having an energy class of AAA, ), *having an energy class of respectively according to the European standard Nearly zero Energy Building (NZEB) de la directive UE/31/2010* with a commercial ground floor. In addition to meeting the requirements described above, references with an environmental certification are a plus.
- An underground car park with more than **21** parking spaces shall be a plus.
- *The Fonds will also accept that competence is demonstrated on the basis of two cumulative references, for example :*
  - *A reference of 20 dwellings with a commercial ground floor*
  - *A reference of 50 dwellings (without necessarily including a ground floor shop)*

Some points to bear in mind: AAA energy class respectively according to the European standard *energy class of respectively according to the European standard Nearly zero Energy Building (NZEB) de la directive UE/31/2010* in an existing urban neighbourhood, innovative energy design; quality of integration with its environment; use of healthy materials; innovative criteria in residential construction; integration of common areas, mix of housing types.

Comment

References will be assessed solely on the basis of the data and illustrations provided by the office in the application file.

### 1.1.3 Information about the Engineer

Presentation and indication of the engineer(s) to whom the Developer will entrust the



development and execution of the project, namely their last name, first name, profession, company name, address, telephone number, email address, and, if applicable, the organisation chart of the consortium of engineers as well as the distribution of the technical engineer's / civil engineer's mission within the framework of this request for proposals.

- **Administrative documents** to be provided by the Engineer(s):

- a certificate of **third-party liability insurance**,
- extract(s) from the **criminal record less than 3 months old**,
- the turnover for the **last 3 financial years available**, to be filled out in Appendix 3.6.3.

- **Professional references:** a maximum of 3 references for comparable projects, as recent as possible.

The minimum requirement: a real estate complex comprising at least 50 (or more) collective housing units and a commercial activity, with a publicly accessible underground car park having more than 51 parking spaces. Energy class AAA.

Comment

References will be assessed solely on the basis of the data and illustrations provided by the office(s) in the application file.

## PHASE II of APPOINTMENT

### **1.2 Contents of the application file in the 2nd phase of interim appointment**

By submitting its architectural and financial proposal, the participating consortium declares that it accepts the content of these rules and their appendices, which constitute the legal basis of the request for proposals.

Each consortium can only submit one project. Variants are not permitted. Entries on drawings and any other documents must be drafted in French.

If the Fund finds that the application files are not complete, it reserves the right to inform the applicants concerned of this, giving them a new deadline, identical for all applicants, to allow them to complete their file, on penalty of exclusion.



The Fund reserves the right to modify the content requirements of Phase II at a later stage.

### **1.2.1 Formulation of the architectural section:**

For the formulation of the architectural section of the project, the consortium is required to comply with the specific construction requirements for the Grünewald West neighbourhood, attached hereto. Each consortium can only submit one project. Variants are not permitted. Entries on drawings and any other documents must be drafted in French.

**The rendering of the architectural project in phase 2 of interim appointment includes:**

**For lots 4 and 5**, the deliverables of the architectural project consist of a summary rough-draft rendering at the scale of 1:200, including in particular:

- a text description of the architectural and landscaping concept, on a maximum of 2 A4 pages,
- Residential buildings:
  - Overall layout plan at a scale of 1:500 showing entrances, topography, outdoor facilities and shaded areas (as at 21/06)
  - Floor-wise plans at a scale of 1:200 (ground floor, intermediate floor, offset floor, roof and basement) showing the boundaries of the different buildings, the allocation of rooms, internal traffic routes, wet cores.
  - 2 cross-sections (1:200) for each lot, showing the projected topography
  - Façade plans and façade details at 1:20, relating to the buildings that make up the block
  - Diagram showing the distribution of housing unit categories and types
  - Diagram showing the programming and layout of the ground floors and their entrances and frontage areas
  - Plans at a scale of 1:200 of the outdoor spaces of private lots, showing the allocations and topographical levels. The plans will specify the layout of the frontage areas, terraces, inner courtyard, type of play equipment, roof layout, street furniture and lighting. The rainwater management system must be specified and clearly indicated in the plans.
  - A range of plants specified by a planting plan;
  - Maintenance logbook for buildings and outdoor spaces



- Mobility hub: deliverables defined in the Mobility Hub specifications
- Condominium unit division and flow management diagram
- Tables of surface areas with details of programming by building-lot, by category of housing units; by type of housing units, programming of ground floor, gross built-up area, non-agricultural area and gross living area by function, number of parking spaces and their allocation:
  - the total gross built-up area (GBA), by lot, by building and by floor,
  - the gross living area (GLA) of the various housing units,
  - the surface area of the space dedicated to shops, local services or hotels and restaurants, and offices,
  - the surface area of cellars, laundry rooms, rubbish rooms, meter rooms, bicycle room, pram room and underground car parks,
  - the number of housing units grouped by housing type (distribution of types),
  - the gross living area per housing unit, etc.
  - The surface area of outdoor facilities, specifying the following surface areas: terraces of shops/offices/housing; inner courtyards intended for common use, playgrounds, roofs intended for common use, roofs intended for photovoltaic/solar panels; private frontage; functional space (presentation area, space for bicycles, etc.), etc.
- Mobility Hub
  - Total number of parking spaces, including those for PRM
  - Bicycle parking spaces
  - Parking spaces by floor
  - etc.

The tables of quantities will be specified in the specifications of the 2nd phase of appointment.

The calculation of some data must be illustrated by graphic documents for control purposes.

**For lots 1, 2 and 3**, the architectural project deliverables are as follows:

- Diagram showing the distribution of housing unit categories and types, as well as service sector functions
- Diagram showing the programming of the ground floors and their entrances and



frontage areas

- Layout diagram of the outdoor spaces of private lots, showing the allocations and topographical levels. The plans will specify the layout of the frontage areas, terraces, inner courtyard, type of play equipment, roof layout, street furniture and lighting. The rainwater management system must be specified and clearly indicated in the plans.
- A range of plants for different areas (frontage, terrace, inner courtyard, roof, etc.);
- Diagram showing the planned division of blocks into buildings
- Diagram of intent for the façades
- Notice of sale for “open-market” housing units
- Table of surface areas showing the programming by lot, building, by category and type of housing units, programming of above ground and below ground floors, gross living area, gross built-up area by function, number of parking spaces and their allocation, etc.
- The surface area of outdoor facilities, specifying the following surface areas: terraces of shops/offices/housing; inner courtyards intended for common use, playgrounds, roofs intended for common use, roofs intended for photovoltaic/solar panels; private frontage; functional space (rubbish bin placement area, short-term bicycle parking area, etc.).

Important comment:

If the Fund finds that the application files are not complete, it reserves the right to inform the applicants concerned of this, giving them a new deadline, identical for all applicants, to allow them to complete their file, on penalty of exclusion.

### **1.3 Contents of the application file in the final appointment phase**

According to the recommendations of the final assessment panel, clarifications on the economic and architectural proposals in accordance with the deliverables set out in point 1.2 above.

The contents of the application file in the final phase of appointment will be specified at a later date.

#### **1.3.1 Formulation of the economic section:**

(Base: construction index 10/2024 (Luxembourg): 1149.68.





As a matter of principle, the Developer shall pay the fee to the Fund in a single instalment within one month of receiving notification of the building permit (and the Developer may not begin to implement this permit until the payment has been made). By way of derogation, if the Developer carries out the project in phases as mentioned in the Tendering Rules in point 2.1 *Description of the project*, the payment of the fee will be divided into two instalments and will take place, for the second phase, one month before the start of work on this second phase.

- Affordable housing (art. 29bis):

In the context of affordable housing (art. 29bis), the Developer does not pay a fee to the Fund as compensation for the emphyteusis and/or surface rights.

The Developer will transfer the related buildings to the Fund at cost price and in accordance with the requirements and limits set out in the specifications for the development of affordable housing by the Ministry of Housing (Luxembourg).

The Developer must submit a listing specifying the sale price of each housing unit according to the template that will be provided by the Fund in Phase II of appointment.

- Kirchberg Fund Housing Units (except for the 10% to be purchased by the Fund – see below): single fee for emphyteusis: minimum €1,000.00/m<sup>2</sup> GBA

The sale price for these Kirchberg Fund Housing Units will be set by the Fund (see appendix B.13).

The Developer must submit a listing specifying the sale price of each housing unit according to the template that will be provided by the Fund in Phase II of appointment.

- Kirchberg Fund Housing Units: 10% to be purchased by the Fund:

For the Kirchberg Fund Housing Units that will be purchased by the Fund, the Developer does not pay a fee to the Fund as compensation for the emphyteusis and/or surface rights.

The Developer will transfer the related buildings to the Fund at cost price and in accordance with the requirements and limits set out in the specifications for the development of affordable housing by the Ministry of Housing (Luxembourg).

- Open-Market Housing Units: single fee for emphyteusis: minimum €3,400.00/m<sup>2</sup> GBA  
The sale price for these Open-Market Housing Units will be set at the open-market price by the Developer (see appendix B.13).

The Developer must submit a listing specifying the sale price of each Open-Market Housing Unit according to the template that will be provided by the Fund in Phase II of appointment.

- Service sector spaces on the ground floor (excluding office spaces): single fee for



emphyteusis (per allocation): minimum €1,500.00/m<sup>2</sup> GBA (per allocation)

The sale price for these spaces will be set at the open-market price by the Developer (see appendix B.13).

The Developer must submit a listing specifying the sale price of each entity according to the template that will be provided by the Fund in Phase II of appointment.

- Offices: single fee for emphyteusis: minimum €3,500.00/m<sup>2</sup> GBA (per allocation)  
The sale price for these spaces will be set at the open-market price by the Developer (see appendix B.13).  
The Developer must submit a listing specifying the sale price of each entity according to the template that will be provided by the Fund in Phase II of appointment.
- Mobility HUB with single fee for emphyteusis: minimum €2,200.00/m<sup>2</sup> GBA on the ground floor  
Details of the marketing of the Mobility HUB will be presented in appendix B.13
- Price bid for the land to be transferred by the Fund, according to the template developed and made available in Phase II of appointment of this request for proposals.

## **2.1 Submission of application files, projects and bids**

Files, projects and bids must be submitted in accordance with the time and technical requirements set out in the Tendering Rules, in particular points 1.3 and 2.2.

## **2.2 Document formats**

Documents must be submitted in the following formats:

- pdf and jpg files for **presentation boards, administrative documents** (e.g. Appendices and others)
- dwg or dxf file for **drawings**,
- excel file for **calculations**.

The documents must be submitted by email **in a single transmission** to the address indicated in point 2.1. If the size of the files attached to the application email exceeds the maximum permitted capacity (for information, this is 20 megabits), the Consortium may submit its application via any platform that allows the transfer of larger files (such as WeTransfer or any other equivalent). A detailed acknowledgement of receipt of the documents received will be sent to each applicant. All the documents attached to the Consortium's bid must strictly use the same naming scheme as that



indicated in the documents sent by the Fund.

**REQUEST FOR PROPOSALS FOR THE ATTENTION OF**

**CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)**

**FOR THE PURPOSE OF**

**THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF**

**LOT(S) 1 TO 5 OF THE "GRÜNEWALD WEST MIXED-USE**

**PROJECT" SITE**

**FOR**

**THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A**

**MIXED-USE REAL ESTATE PROJECT**

**APPENDIX B 12 (Phase I\* version)**

**Révision 01 du 30 avril 2025**

**\* subject to adaptation or clarification by the Fund under Phase II**

**Principles applicable to the granting of emphyteusis and/or surface**

**rights**

The deed of concession of emphyteusis and surface rights (the "**Deed**") to be entered into between the Fund and the successful Project Developer (the "**Developer**") will comply with at least the following principles:

- The Fund proposes a draft Deed, on which the Developer makes its comments;
- The Deed must comply with the principles of the request for proposals (deadline, marketing terms and conditions, control of the Fund, etc.);
- The Deed is signed after the Project Developer has been selected following the request for proposals;
- The Deed is signed between the Fund and the Developer.  
If the Developer wishes to use the services of a project company (dedicated company or SPV), the latter must have a full and unlimited parent company guarantee (from the Developer), and the Deed shall include clauses requiring the sovereign approval of the Fund for any change in control of the dedicated company.
- The purpose of the Deed is to grant the Developer emphyteusis and/or surface rights for 99 years;
- The Deed sets out the fees payable to the Fund by the Developer for emphyteusis and/or surface rights.

This corresponds to the price proposed by the latter at the time of the request for proposals, subject to indexation to the latest known construction price index on the date of signature of the Deed, and proportional adjustment after the sale according to the surface areas actually sold, in the event of an increase.

As a matter of principle, the amounts relating to the land fees will only be payable on receipt of the corresponding building permit. This means that no payment will be due before this stage, and therefore not at the time of signing the deed (without the Developer being able to begin execution of this authorisation before having made the said payment). However, a bank guarantee for 25% of the total fee must be provided at the time the deed is signed, but this does not preclude payment of the fees before planning permission is granted.

By way of derogation, if the Developer carries out the project in phases as mentioned in the Tendering Rules in point 2.1 *Description of the project*, the payment of the fee will be divided into two instalments and will take place, for the second phase, one month before the start of work on this second phase.

With regard to the areas that will be taken over by the Fund (in particular the Article 29bis housing and the Fonds Kirchberg rental housing), payments will be made directly on the basis of the progress of the work, allowing for more flexible and dynamic cash management. In addition, the developer will not be required to pay any land charges to the Fund in respect of these areas, which will considerably reduce the costs involved.

- The Deed grants a building right limited to the project. Any modification and/or intensification of the project is and remains subject to the approval of the Fund and, where applicable, to the payment of an additional fee.
- The Fund will have control during execution to ensure that the Developer complies with its various obligations, in particular the authorisation plans and specifications. In the event of a breach of these obligations, the Fund will have a range of sanctions at its disposal, the most severe being the termination of emphyteusis and/or surface rights, and the repossession of the infrastructure free of charge.
- In order to inspect and monitor the worksite, the Developer:
  - o Shall implement an Electronic Document Management (EDM) system for the worksite (including execution plans, workshop plans, as-built plans, etc.) and grant the Fund's representatives access to said EDM system.
  - o Use electronic site monitoring software and provide access to the Fund's representatives
- The Developer shall be responsible for submitting the permit applications within four months of signing the deed of transfer of emphyteusis and surface rights, based on its project, while taking into account the comments of the Final Assessment Panel and the Fund's Board of Directors.
- The implementation schedule is organised as follows:
  - o The Developer undertakes to carry out the work within a maximum period of 72 months.
  - o Work on lots 4 and 5 must begin no later than 6 months after the building permit is granted.
  - o Work on lots 1 to 3 must start no later than 3 years after the start of work on lots 4 and 5.  
Should the Developer start work on lots 1 to 3 at least 6 months after the start date of work on lots 4 and 5, it will be considered that it is carrying out the work in phases.
  - o For each lot, the maximum construction period is 36 months from the start of work to the acceptance.
- The Developer undertakes to complete the work within the stipulated deadline, except in cases of force majeure. In the event of exceeding this deadline, fixed late penalties shall automatically apply for each business day of delay beyond the scheduled completion date of the sold private lots, as follows:
  - o €75 per apartment with 3 or more bedrooms
  - o €50 per apartment with 2 bedrooms
  - o €25 per studio / 1-bedroom apartment
  - o €1.50 per garage
  - o €1 per cellar

The above amounts are expressed based on the construction price index of October 2024 and shall be adjusted according to the index applicable on the due date.

- The permit application files, and, where applicable, applications for modified permits, shall be submitted to the Fund for approval.
- The Developer undertakes to participate in all urban planning procedures, such as the procedure for amending the “Grünwald West” Specific Development Plan, the General Development Plan, etc., by endorsing the Fund’s proposals, provided they are in line with the principles presented.
- The Developer undertakes to submit the descriptive notice of the project to the Fund for approval before implementation, based in particular on standard professional practices and compliance with the project submitted in Phase II.2.
- All costs related to the marketing and promotion of the entire project (including all functions, spaces, and housing types, except for the affordable housing provided for in the Sectoral Master Plan for Housing and the 10% of housing units purchased directly by the Fund if it exercises this right) shall be borne by the Developer. These include:
  - Creation of a graphic charter and marketing visuals
  - Setting up of a website listing the areas for sale, plans, prices, acquisition and occupancy conditions, etc.
  - Daily updating of the website based on areas still available
  - Creation of sales plans
  - Creation and, if necessary, printing of sales brochures
  - Press releases in the country's various languages
  - Promotion
  - Setting up human (real estate agent) and logistical (sales office) supports
  - Contractualisation (signing of reservation contracts)
  - etc.
- A completion bond covering the amount of €66,000,000, equivalent to 50% of the Project's cost (estimated at €132,000,000, without this estimate binding the Fund), must be provided to the Fund by the Developer. This bond may be terminated, except for the part covering common outdoor facilities, upon the signing of the first notarised deed of transfer under a Sale in Future State of Completion (SFSC), duly accompanied by the issuance of a completion bond (with no possibility of converting the completion bond into a repayment bond other than in strictly legal cases) (hereinafter: the “VEFA Bond”), where applicable, in proportion to the coverage provided by said VEFA Bond if it is not full.
- The granting of emphyteusis and surface rights is subject to the approval of the Minister of Public Works and the special authorisation of the Government in Council, which constitute suspensive conditions and for which the Fund cannot provide any commitment.
- The Developer shall take out, at its own expense, an All Risks Construction (TRC) insurance policy and a comprehensive Ten-Year Guarantee policy ("control insurance"). The ten-year guarantee insurance policy must allow the Developer to choose the inspection office, which shall be determined in consultation with the Fund and the architect.

- The conditions for taking back buildings and miscellaneous outdoor facilities at the end of the lease are as follows:
  - Upon the expiration of the surface and emphyteusis rights, unless extended, the Fund shall regain ownership of the buildings, structures, or plantations constructed or installed by the Developer of the selected Team under the notarised deed, against compensation based on the market value of the closed structural work (structure, frames, and roof) in the strict sense (excluding all other values such as, but not limited to, commercial value, business goodwill, land appreciation, etc.), as determined by mutual agreement or, failing that, through arbitration in accordance with Articles 1224 et seq. of the NCPC.
  - This clause applies only if successive owners (Developer, co-owners, Commonhold Property Manager, etc.) comply with the obligation to document any modifications or improvements made to the building. In case of non-compliance, penalties in the form of a reduction in value, plus deterrent penalty clauses, shall be applied.
  - Neither the value of the secondary works relying on the closed structural work (insulation, partitions, coverings, fireplaces, fittings, equipment, electrical installations, interior carpentry, bathroom and kitchen fittings, heating, air conditioning, elevators, etc.) nor the land value shall be taken into account in determining the buyback price.
  - In the event of a deterioration in the intrinsic quality of a property and/or the building, the Fund reserves the right, both when exercising its right of first refusal and during the buyback at the end of the lease, to apply a corresponding depreciation:
    - to either cover the costs necessary to restore the property and/or the building to its original equivalent quality,
    - or, if such restoration is impossible or insufficient, reflect the loss incurred by the Fund [i.e., material(s) that can no longer be dismantled/used, decontamination costs, etc.],
    - plus, where applicable, a lump-sum penalty, applied to the buyback value or, respectively, the value of the closed structural work.
- In the event of a site installation (such as living quarters, etc.) or construction work on the Fund's land beyond the transferred plot, a rental fee for the use of these spaces will be charged.  
Currently, without prejudice to any indexation or change in this amount, the fee is €0.35/m2/day.
- The plot is serviced by the Fund and accepted by the Developer in its current state.
- A soil and pollution study was carried out by the Fund on the plot (sent in Phase II).
- Compliance with marketing terms and conditions, particularly for the Kirchberg Fund housing units, mixed-use premises and parking spaces.





**REQUEST FOR PROPOSALS FOR THE ATTENTION OF**

**CONSORTIUMS OF DEVELOPER(S) / ARCHITECT(S) / ENGINEER(S)**

**FOR THE PURPOSE OF**

**THE GRANTING OF EMPHYTEUSIS AND/OR SURFACE RIGHTS OF LOT(S) 1**  
**TO 5 OF THE “GRÜNEWALD WEST MIXED-USE PROJECT” SITE**

**FOR**

**THE DEVELOPMENT, IMPLEMENTATION AND MARKETING OF A MIXED-  
USE REAL ESTATE PROJECT**

**APPENDIX B.13 (phase I version)\***

**Révision 01 du 30 avril 2025**

**\* subject to adaptation or clarification by the Fonds under Phase II**

**Marketing terms and conditions**

## **1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SURFACE AREAS SOLD**

### **1.1 TRANSFER TERMS - DURATION**

The transfer of surface areas by the Developer will take place, on the one hand, in the form of a **granting of emphyteusis and/or surface rights** for a duration of **99 years** (ninety-nine years), starting from the date of signature of the concession deed for the emphyteusis and/or surface rights on the Land between the Fonds and the Developer, and, on the other hand, in the form of a sale in future state of completion.

All **costs related to the promotion, marketing and commercialisation** of the entire project (including all functions, spaces, and housing types, except for the affordable housing provided for in the Sectoral Master Plan for Housing and the 10% of housing units purchased directly by the Fonds if it exercises this right) shall be **borne by the Developer**. These include:

- Creation of a graphic charter and marketing visuals
- Setting up of a website listing the areas for sale, plans, prices, acquisition and occupancy conditions, etc.
- Daily updating of the website based on areas still available
- Creation of sales plans
- Creation and, if necessary, printing of sales brochures
- Press releases in the country's various languages
- Promotion
- Setting up human (real estate agents) and logistical (sales office) supports
- Contractualisation (signing of reservation contracts)
- Compliance with regulations (AML KYC, GDPR, anti-money laundering, etc.)
- Verifying and documenting (prospective) buyers' compliance with the Fonds's conditions
- etc.

### **1.2 TRANSFER TERMS - PRE-EMPTION RIGHT**

The Fonds has a right of first refusal on all surface areas for the entire term of the lease.

Its terms vary according to the type of surface area. They are detailed below.

### **1.3 TRANSFER TERMS - BUYBACK AT THE END OF THE LEASE**

At the expiration of the lease, the Fonds buys back the buildings at their market value, which corresponds to the value of the closed structural work (structure, frames, and roof), as determined by the parties or, in the absence of an agreement, by a panel of three experts, in accordance with the provisions detailed in the legal Appendix B12.

## 2. CONDITIONS FOR THE TRANSFER OF HOUSING UNITS IN THE KIRCHBERG FONDS PROGRAMME WITH ACQUISITION AND OCCUPANCY CONDITIONS

### 2.1. INTRODUCTION

The concept of housing units in the Kirchberg Fonds programme with acquisition and occupancy conditions (the "**Kirchberg Fonds Housing Unit(s)**") covers housing units intended for sale to a private buyer at a fixed price set by the Fonds, which is lower than the market price. The acquisition and occupancy conditions are also determined by the Fonds, with the clarification that the Fonds will acquire 10% (ten percent) of these Kirchberg Fonds Housing Units.

More specifically, the Fonds will acquire the relevant buildings at the Developer's cost price, in compliance with the requirements and limits set out in the specifications for the development of affordable housing issued by the Ministry of Housing (Luxembourg).

In the event of a sale to the Fonds, the notarial deed shall include a provision stating that the parties agree that the acquisition and occupancy conditions (see points 2.2 to 2.4 below) relating to the Kirchberg Fonds Housing Units, although stipulated, do not apply to the apartments sold to the Fonds but shall remain in effect for the future in the event of a subsequent sale.

The Developer therefore undertakes to agree to transfer to the Fonds up to 10% (ten percent) of the Kirchberg Fonds Housing Units built, allocated by mutual agreement.

Without prejudice to the conditions of price, acquisition and occupancy, the marketing of the Kirchberg Fonds Housing Units will be organised, at the administrative, financial and operational expense of the Developer, and at its own risk, according to open market principles: "first come, first served", from a launch date to be agreed between the Fonds and the Developer. As these are housing units priced below market value, in accordance with the will of the Fonds, a public institution, the Developer must ensure free competition and the objective, independent, and non-discriminatory treatment of prospective buyers.

Once the Developer has selected a prospective buyer and verified and documented its compliance with the conditions, it submits the file (with documentation) to the Fonds for approval.

### 2.2 PRICE

The average selling price of **Kirchberg Fonds Housing Units** is set at **€7,300.00 (incl. VAT 3% up to a benefit of €50,000.00, then incl. 17% VAT)** (STATEC construction price index for October 2024, 1,168.49.) per square meter of cadastral surface area (m<sup>2</sup>SC) of Kirchberg Fonds Housing Units.

This price will be indexed on the date of the signing of the first notarised deed with a first-time buyer of the Kirchberg Fonds Housing Unit, will apply to all other first-time buyers, and will remain fixed thereafter, without indexation for the payment of each installment.

Notarised deeds must be signed within 6 months of the signing of the respective reservation contracts.

The Developer is entitled to sell the Kirchberg Fonds Housing Units with a variation from the aforementioned average price of -10% (ten percent) to +10% (ten percent) provided that, overall, the

average price of **€7,300.00 (incl. 3% VAT up to a benefit of €50,000.00, then incl. 17% VAT)** is respected per square meter cadastral surface area (m<sup>2</sup>SC) of housing units.

The deed of sale to the buyers will specify that the land portion is equivalent to **30%** of the price.

## **2.3 ACQUISITION AND OCCUPANCY CONDITIONS RELATING TO THE BUYERS**

As an introductory remark, it is specified that the Fonds reserves the right to modify or grant exemptions from these conditions.

### **A. Quality**

The Kirchberg Fonds Housing Units are intended to be sold by the Developer solely to private individuals, to the exclusion of any company.

No commercial activity shall be permitted, tolerated, or domiciled under any circumstances.

### **B. Non-ownership clause**

The prospective buyer, or the Buyer, of a Kirchberg Fonds Housing Unit must not be the owner, usufructuary, or co-owner, whether directly or indirectly (including, for example, through one or more real estate investment companies), of any other residential property and/or buildable land for residential purposes, either in Luxembourg or abroad. This condition applies both at the time of their application for the acquisition of a Kirchberg Fonds Housing Unit and at the time of signing the reservation contract and the notarised deed of sale with the Developer.

As proof, the prospective buyer shall provide a certificate of non-ownership issued by the Land Registry and Mapping Authority (for Luxembourg) and a sworn declaration (for foreign countries). However, the value of these documents is limited to that of an index, and does not constitute an irrefutable presumption of non-ownership.

In the event of direct or indirect (co-)ownership or usufruct of another housing unit and/or building land for the housing unit, in Luxembourg or abroad, at the time of signing the deed of sale with the Developer, the prospective buyer must prove the transfer of the latter within 6 (six) months of handover of the keys to the acquired Kirchberg Fonds Housing Unit.

Should the Buyer fail to comply with this clause within 6 (six) months of the handover of the keys, the Fonds reserves the right to demand the retransfer of the Kirchberg Fonds Housing Unit in question. The retransfer shall be made in favour of the Fonds in accordance with the conditions for determining the buyback price of the Kirchberg Fonds Housing Unit in case of the exercise of the right of first refusal, minus a lump-sum indemnity of €50,000 (fifty thousand euros) (based on the STATEC construction price index of October 2024), without prejudice to any other damages and compensation.

This clause does not apply to the acquisition of a Kirchberg Fonds Housing Unit by inheritance.

### **E. Primary, personal and permanent occupancy clause**

The Buyer must acquire a Kirchberg Fonds Housing unit for their primary, personal, and permanent use, as defined in the Grand-Ducal Regulation of 5 May 2011 establishing the implementing measures for individual housing assistance promoting access to ownership, as provided for by the amended Law of 25 February 1979 on housing assistance.

The requirement of a primary, personal and permanent residence must be documented by producing an extract from the population register issued by the Luxembourg municipal administration. This document must be produced within 6 (six) months of the handover of the keys, and thereafter at the Fonds's request. However, the value of this document is limited to that of an index, and does not constitute an irrefutable presumption of primary, personal and permanent occupancy.

In the event of non-compliance with this condition (e.g. short- or long-term rental, making the property available free of charge or against payment, non-occupancy of the unit personally, permanently, and/or as a primary residence, etc.), the Fonds will require the following, upon an initial finding of non-compliance:

- payment of a penalty amounting to €10,000 (ten thousand euros) (STATEC construction price index for October 2024) for the Kirchberg Fonds Housing Unit,
- payment of the rents received,
- cancellation of the rental contract,
- and the personal, permanent and primary occupancy of the property by the Buyer itself.

If the Purchaser fails to comply or if an additional violation is found, the Fonds shall have the right to require the transfer, or, where applicable, the cancellation of the Kirchberg Fonds Housing Unit at the right of first refusal price, minus a fixed indemnity of €50,000 (fifty thousand euros) (STATEC construction price index of October 2024), without prejudice to any other damages and compensation.

In the event of the death of the buyer of the Kirchberg Fonds Housing Unit:

- either the heir of the deceased owner takes possession of the housing unit for personal occupancy, which must occur within one year after the settlement of the estate,
- or the Fonds repurchases the housing unit at the right of first refusal price.

#### F. Paid employment in a defined area

The prospective Buyer of a Kirchberg Fonds Housing Unit must provide proof of principal paid employment (or affiliation with the Luxembourg National Employment Agency (ADEM), disability pension, or equivalent, etc.) within the broader territory of the City of Luxembourg, as defined in Figure 1 below, both at the time of their application and at the time of signing the notarised deed of acquisition. In the case of a group of 2 (two) adults, at least one of them must meet this condition. In the case of a group of more than two (2) adults, at least half of the persons must meet this condition.

This condition does not apply in the event of personal occupancy of the Kirchberg Fonds Housing Unit by an heir in the course of an inheritance.

Some housing units will be reserved for retirees, who must demonstrate that they live in the same area.

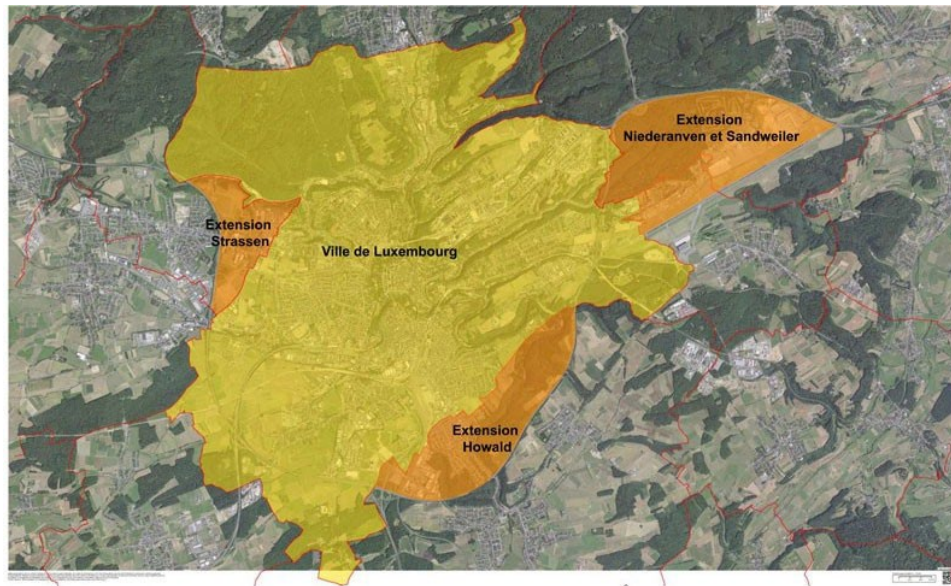


Figure 1 - Zone defined for the paid employment condition

## 2.4 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL

The Fonds or its assigns have a right of first refusal in the event of resale by the Buyer of a Kirchberg Fonds Housing Unit. This right of first refusal applies for the entire term of the lease, until the 99-year (ninety-nine year) expiry date. It must be included in each (new) deed of sale.

The Fonds may or may not exercise this right.

If the Fonds decides to exercise its right, the seller may waive the sale. The right of first refusal shall be exercised at the preemption value determined in accordance with the following principles (without prejudice to further specifications):

- Initial price paid by the Buyer to the Developer (taking into account all improvements made by the Developer, with the exception of the kitchen, where applicable),
- plus any real estate capital gains (fixtures or incorporations) created during the period of ownership (supported by paid invoices) and depreciated linearly over 10 years,
- minus:
  - o 1% (one percent) of construction costs, in the broadest sense (including project management costs), indexed (from 3 years after completion), per year elapsed for obsolescence,
  - o 1/99 (one ninety-ninth) of the fee, indexed, per year for the reduction in the lease term.

With regard to "any real estate capital gains (fixtures or incorporations)" (kitchen, built-in furniture, sanitary equipment, etc.), sumptuary and/or luxury installations will not be taken into account (e.g. Whirlpool, sauna, wine cellar, etc.). Only receipted invoices relating to the last renovation work carried out less than 10 (ten) years prior to the transfer will be taken into account.



## **2.5. CONSTRUCTION METHODS, FITTINGS, FINISHES AND EQUIPMENT, PROJECT FLEXIBILITY**

Minor deviations from the plans and descriptive notice (see also point 8.1) are possible, provided that the buyer first obtains the express agreement of the Fonds and the Developer.

The Fonds reserves the right to accept modifications requested by a buyer which would not have the purpose or consequence of changing the type or use, in the broadest sense, of the unit.

This implies, in particular, that the types of rooms and/or spaces (for the housing units: bedroom, living room, kitchen, WC, bathroom, storage room, laundry area, etc.) as well as their number and distribution (distribution across floors, connections between rooms/spaces, separation of functions, partitioning, etc.) cannot be modified.

In any event, even in compliance with the above conditions, the Fonds remains sovereign in its assessment of the modifications requested.

In the initial context of a Sale in Future State of Completion, once the Fonds has accepted the project, the question arises as to the technical feasibility of the desired modifications, while respecting the deadlines set for the Developer, notably by the Fonds. This is to be discussed with the Developer, who is also sovereign in assessing the requested modifications. In principle, within this framework (technical feasibility and compliance with maximum deadlines) and subject to the Fonds's approval, modifications may be considered with the Developer. However, any additional costs they may incur (materials, labour, delays, etc.) shall be borne entirely by or benefit the buyer.

To assess any additional cost or depreciation to be considered in relation to the fixed price, the Developer shall provide, in the descriptive notice, a detailed breakdown of all its services and their costs, itemized per unit (in terms of area, volume, per room, etc.), which will enable the determination of any additional cost and/or depreciation resulting from the supply and/or installation of equipment and/or modifications different from those initially planned.

However, it is expressly stipulated that the private and common areas must be delivered by the Developer completely finished, with no possibility of deviating from this without the Fonds's prior agreement.

During the Lease, following the potential approval of the Fonds, the feasibility of the requested modifications must be assessed, ensuring compliance with the co-ownership regulations.

In the event of modifications in contravention of these provisions, the Fonds reserves the right to immediately and unilaterally terminate the emphyteusis and surface rights of the areas concerned and/or to apply a lump-sum penalty clause of €50,000 (fifty thousand euros) (STATEC construction price index for January 2024), without prejudice to other damages and compensation, when exercising its right of first refusal or at the end of the lease.

## **3 MARKETING TERMS AND CONDITIONS FOR AFFORDABLE HOUSING UNITS ART. 29 Bis:**

In the context of affordable housing (art. 29bis), the Developer does not pay an emphyteusis fee to the Fonds.

The Developer will transfer the related buildings to the Fonds at cost price and in accordance with the requirements and limits set out in the specifications for the development of affordable housing by the Ministry of Housing (Luxembourg).

Payments will be made directly as work progresses, allowing for more flexible and dynamic cash management. What's more, the developer will not have to pay any land charges to the Fund for these areas, considerably reducing the costs involved.

## **4 MARKETING TERMS AND CONDITIONS FOR SERVICE SECTOR SPACES**

### **4.1. INTRODUCTION**

In the context of the Project, "service sector spaces" or "mixed-use" premises are reserved for:

- Retail activity: meaning any commercial activity involving retail sales, attracting customers, open to the public without an appointment, not only on weekdays but also on Saturdays and possibly Sundays, serving an end consumer and featuring an appealing and dynamic storefront or display, contributing to the enhancement and engagement of ground-floor city spaces.
- HoReCa: i.e. any activity in the Hotel, Restaurant and/or Café sector.
- Services: i.e. any activity involving the direct provision of technical and/or intellectual expertise or the performance of work that is immediately beneficial to the user, without material transformation, with the customer predominantly present on-site during the service, with no prior appointment strictly required, and where the establishment features a storefront (e.g., driving school, daycare center, hair salon, etc.).

### **4.2 MARKETING METHODS**

The Developer shall be contractually bound to make every effort to activate the service sector spaces upon opening in accordance with the detailed criteria outlined above. In case of a strictly demonstrated impossibility and with the approval of the Fonds, activation shall be carried out based on similar operational concepts. Failing this, and unless a better agreement is reached with the Fonds, the latter reserves the right to require the surrender of the non-activated spaces as specified above, at the strict cost of construction.

Except in the case of retransfer to the Fonds referred to above, the service sector spaces may either be sold or leased by the Developer, subject to the Fonds's approval on the assignee or lessee and the content of the planned deed of sale or lease contract, respectively, but must always, during the 99 years (ninety-nine years) of the lease, comply with the uses set out above. Any modifications to the use of one or more service sector spaces are subject to the Fonds's prior approval.

For the installation of any signage, an authorisation request must be submitted to the Fonds.

### **4.3 PRICE**

Service sector spaces are available for sale or lease by the Developer on the open market.

### **4.4 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL**

The Fonds also has a right of first refusal, at the price of a serious offer from an independent third party, for the entire term of the lease.



If the Fonds decides to exercise its right, the seller may waive the sale.

## **5 MARKETING TERMS AND CONDITIONS FOR “OFFICE” SPACES**

### **5.1. INTRODUCTION**

In the context of the Project, "office" spaces are reserved for:

- Office: i.e. all services other than those provided for service sector spaces (e.g. medical and paramedical activities, etc.).

### **5.2 MARKETING METHODS**

The Developer shall be contractually bound to make every effort to activate the office spaces upon opening in accordance with the detailed criteria outlined above. In case of a strictly demonstrated impossibility and with the approval of the Fonds, activation shall be carried out based on similar operational concepts. Failing this, and unless a better agreement is reached with the Fonds, the latter reserves the right to require the surrender of the non-activated spaces as specified above, at the strict cost of construction.

Except in the case of retransfer to the Fonds referred to above, the office spaces may either be sold or leased by the Developer, subject to the Fonds's approval on the assignee or lessee and the content of the planned deed of sale or lease contract, respectively, but must always, during the 99 years (ninety-nine years) of the lease, comply with the uses set out above. Any modifications to the use of one or more mixed use spaces are subject to the Fonds's prior approval.

For the installation of any signage, an authorisation request must be submitted to the Fonds.

### **5.3 PRICE**

Office spaces are available for sale or lease by the Developer on the open market.

### **5.4 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL**

The Fonds also has a right of first refusal, at the price of a serious offer from an independent third party, for the entire term of the lease.

If the Fonds decides to exercise its right, the seller may waive the sale.

## **6 MARKETING TERMS AND CONDITIONS FOR “OPEN-MARKET” HOUSING UNITS**

### **6.1 MARKETING METHODS**

The Developer is free to organise the marketing of Open-Market Housing Units, subject only to the Fonds's right of first refusal as set out below.

### **6.2 PRICE**

Open-Market Housing Units are to be sold by the Developer at a price set by it.

### **6.3 RESALE DURING THE LEASE, RIGHT OF FIRST REFUSAL**

The Fonds also has a right of first refusal, at the price of a serious offer from an independent third party, for the entire term of the lease.

If the Fonds decides to exercise its right, the seller may waive the sale.

## **7 MARKETING TERMS AND CONDITIONS FOR CAR PARKING SPACES (Mobility Hub)**

The developer, owner or operator must apply a balanced pricing policy that optimises parking lot occupancy while guaranteeing accessibility.

- Subscriptions will be reserved primarily for residents and professional users of the site;
- Subscriptions for external users can only be granted in the form of revocable contracts, renewable on a monthly or half-yearly basis, in order to guarantee the availability of spaces for residents and workers on the site;
- The operator must keep an up-to-date waiting list to ensure that residents and professional users are allocated a space as soon as one becomes available.

The Fonds reserves the right to adapt the various requirements of this request for proposals in line with future site developments and requirements. Similarly, the operator may submit a request to adapt the initial requirements, provided that it is duly justified and demonstrated to be necessary for the proper operation of the site. Any modification must be validated by the Fonds and will be the subject of an amendment or an update of the contractual terms and conditions, as the case may be.

Details of the requirements will be set out in an appendix to be submitted as part of Phase II of this request for proposals.

## **8 GENERAL REMARKS APPLICABLE TO ALL COMMERCIALISED SPACES**

### **8.1 DESCRIPTIVE NOTICES**

Since the spaces are purchased by buyers based on a floor plan and a descriptive notice, these documents define the unit that must be delivered by the Developer to the buyer and the one that the Fonds, in its capacity as Owner, will reclaim either upon exercising its right of first refusal or at the end of the lease. Within this framework, the Fonds will have a right of approval over the descriptive notices.

### **8.2 BASIC DEED AND CO-OWNERSHIP REGULATIONS**

The initial basic deed, including the co-ownership regulations, is proposed by the Developer and is subject to the Fonds's prior approval.

In particular, it explicitly states that it cannot be modified without the Fonds's prior agreement, provided that a draft has been submitted to it two months in advance.

The same applies to any other deeds and documents of any kind that may be required to implement the Project (deeds granting or creating easements, reservation contracts, completion bonds, etc.).

Generally, and throughout the term of the lease, without prejudice to the authority of the property manager or the meeting of co-owners, any modifications affecting the exterior appearance of the buildings and/or developments (including green spaces and gardens), as well as their designated use, must receive the express prior approval of the project architect or their successors and the Fonds. This applies both in its capacity as the Owner and in accordance with its legal mandate in the public interest, as the manager and guarantor of urban planning and land development on the Kirchberg Plateau.

### **8.3 CONTROL CAPACITY OF THE FONDS**

In order to enable the Fonds to effectively monitor compliance with these marketing terms and conditions, the Developer undertakes to submit to the Fonds the draft reservation contracts, the basic deed, the template of the notarial deed of sale, as well as the draft internal regulations for approval. Additionally, the Developer must submit all draft notarial deeds of sale that it intends to execute. If no formal objection is received from the Fonds within 20 (twenty) working days of the Fonds's receipt of the draft notarial deed, the Fonds's approval is presumed. The Developer undertakes to inform the notary responsible for executing the deeds of sale about these provisions, as well as about the Developer's obligation to submit a copy of the final deed of sale to the Fonds. The Fonds will keep all information received confidential.

The Fonds reserves the right to carry out checks to verify compliance with the conditions set out above, with regard to both the Developer and the buyers.

Arrangements designed primarily or predominantly to circumvent the principles of the obligations and restrictions set out in this document, or which have this effect, are also prohibited. In the event of any such arrangement or attempt to set up such an arrangement, the Fonds or its assigns shall be entitled to terminate, unilaterally and in advance, by operation of law and without formal notice, all or part of the emphyteusis right granted to the buyer, minus a flat-rate penalty clause of €100,000 (hundred thousand euros) (STATEC construction price index for January 2024), without prejudice to other damages and compensation.