

Law No. 44-00 on the Sale of Buildings Under Construction (VEFA, off-plan sales)

Reference: Dahir No. 1-02-309 of 25 Rajab 1423 (3 October 2002) promulgating Law No. 44-00 supplementing the Code of Obligations and Contracts (DOC) (Art. 618-1 to 618-20), as amended and supplemented by Law No. 107-12

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Practice areas: Real estate and land law, Civil law

The VEFA regime governs the off-plan purchase of a home or commercial premises: reservation contract, preliminary contract, staged payments according to the progress of works, refund or completion guarantee, and final contract after completion. It protects buyers against defaulting developers.

Formation of the sale

- The reservation contract (Law 107-12) allows a property to be reserved against a limited deposit, with a right of withdrawal within a set period (Art. 618-3 bis).
- The preliminary contract is drawn up by notarial deed or by a deed with a certain date prepared by an authorised professional, after the building permit has been obtained and the plans approved (Art. 618-3).
- The seller must provide a guarantee for the refund of instalments or a completion guarantee (bank guarantee or insurance).

Payment and delivery

- Payments are staged according to the progress of works (foundations, structural works, finishing) and are subject to ceilings set by law (Art. 618-6).
- The final contract is concluded after completion, issuance of the occupancy permit or certificate of conformity, and registration of the property.
- The seller is bound by the ten-year guarantee and the guarantee against apparent defects within the statutory time limits.

Key articles

ART. 618-1

A sale of a building under construction is any agreement whereby the seller undertakes to erect a building within a specified period and the buyer undertakes to pay the price as the works progress.

ART. 618-3

On pain of nullity, the sale of a building under construction must be the subject of a preliminary contract drawn up by notarial deed or by a deed with a certain date prepared by an authorised professional, after the building permit has been obtained.

Points to watch

- Do not pay any instalment without a compliant preliminary contract and proof of the developer's bank guarantee.
- Check the parent land title, the building permit and the draft co-ownership regulations before signing.
- Late delivery gives rise to statutory penalties; record any reservations in writing at handover.

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