

SIX SENSES  
RESIDENCES

COMPORTA

Buyer's Guide

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## Introduction

The purpose of this document is to guide a prospective buyer through the process of acquiring a residence at Six Senses Comporta. The guide provides a detailed explanation of each stage of the acquisition process and related contractual steps, from selecting the residence to transfer of title. Also included in this guide is information on the various third-party specialists who have been involved in this project and who will be available to assist throughout this process.





## Ownership Structure

Positioned on the iconic Alentejo coast - home to one of Europe's longest stretches of pristine golden sand beaches, and among the longest in the world - the Pinheirinho estate is introducing Six Senses Residences Comporta as a central highlight of its overall master plan.

Conveniently located in between three international airports (Lisbon, Faro and Beja) and an hour's drive from Portugal's capital, Lisbon, Six Senses Residences Comporta is the perfect haven for both local and overseas owners.

The development is owned and operated by VIC Properties Group, a leading real estate developer focused on large-scale residential and hospitality projects in Portugal.

# Key Steps of Purchase

The acquisition of real estate in Portugal can be structured in various forms, depending on each buyer's circumstances. Buyers can choose the structure that best suits their needs, whether for personal, financial, tax planning, or estate management reasons. Acquiring a residence at Six Senses Residences Comporta can be either conducted in a buyer's own name or, alternatively, using a company. Irrespectively, buyers should seek independent professional legal and tax advice when deciding which acquisition structure to follow.

## 1. Reservation Form

The buyer will be able to reserve a specific residence through a Reservation Form, in which the buyer will be required to pay a reservation fee of €50,000, with the residence being immediately removed from the market at that point in time.

The Reservation Form includes the details of the residence being reserved, the length of the reservation period, high-level information regarding the buyer and the agreed purchase price.

## 2. Promissory Sale and Purchase Agreement

After duly executing the Reservation Form, the prospective buyer will receive two draft Promissory Sale and Purchase Agreements ("Promissory Contract") for review: one relating to the purchase of the residence, to be entered into with the Developer, and another relating to the purchase of the FF&E, to be entered into with the Property Manager.

Each Promissory Contract will be signed by the respective vendor and the prospective buyer and will be a legally binding Preliminary contract of sale and purchase. Along with the signing of the Promissory Contracts, the buyer shall pay a Deposit equal to 30% of the total combined purchase price of the residence and the FF&E (minus the reservation fee paid initially).

Following the signing of the Promissory Contract, a number of subsequent payments are to be made, as detailed later on.



## 3. Final Deed of Sale and Purchase

The Final Deed of Sale and Purchase ("Final Deed") is to be signed by both parties at a notary's office, executing the transfer of property ownership to the buyer.

Such event takes place 60 days after all three of the following conditions have been met: i) conclusion of construction works, ii) definitive registry of the touristic development and iii) issuance of the VAT exemption waiver certificate by the buyer. At this point in time, buyers will need to settle the remaining balance of the purchase price as well as all associated taxes in order to finalize the purchase of the residence.

Subsequently, the new owner(s)' details are registered in the land registry and the notary will notify the property registry office of the transaction. The buyer will be required to pay the costs associated with the Final Deed and registry.

Should either party be unable to attend physically, they can opt to grant a power of attorney to their legal representatives in order to proceed with the Final Deed.

#### 4. Tourist Operation Agreement

Alongside the Final Deed, buyers are required to enter into a Tourist Operation Agreement with the operating entity given the residence is part of a touristic development. This grants access to the operational services provided by the operator (i.e. Six Senses) and outlines the terms and conditions under which the property can be used, serviced and/or operated.

As part of the Tourist Operation Agreement, the buyer will be granted the right to decide whether or not to place the residence into the hotel-managed rental program scheme.

Owners are not permitted to rent their units through third-party platforms or providers, nor may they let the units themselves, whether for short-term or long-term stays. Participation in the Rental Program is exclusively managed by Six Senses, which shall also ensure consistency in service standards, guest experience, and property management across all participating units at all times.

#### 5. FF&E Purchase Agreement

At the time of execution of the Final Deed, Purchaser shall be required to enter into and execute the Sale and Purchase Agreement for the FF&E (furniture, fixtures, and equipment) and OS&E (operating supplies and equipment) package with the Property Manager, ensuring the property meets the operational and aesthetic standards required by Six Senses.



#### Other Transaction Matters

##### Know Your Customer

Know Your Customer (“KYC”) standards serve to safeguard against various risks, including fraud, corruption, money laundering, and terrorist financing and are required to be strictly followed ahead of a property transaction by Portuguese law. Hence, during the negotiation of the Promissory Contract, the sales and legal teams will require that a satisfactory KYC Form and ancillary documentation is provided by prospective buyers according to the rules in place.

##### Tax Identification Number

In order to acquire a property in Portugal, it is mandatory that buyers have a Portuguese taxpayer identification number. Such tax number can be obtained from the Tax Office, if not yet obtained.

##### Notice for the Exercise of the Legal Right of First Refusal

Before the signing of the Final Deed, the relevant public entities (the State and the Municipal Council) must either formally waive their legal right of first refusal within a period of 10 business days or take no action to exercise it. No action is required by the buyer, this is a mere formality, and its purpose is to ensure that the sale can proceed smoothly and efficiently.

#### Other Relevant Terms of Purchase

##### Resale Condition

Any potential transfer of the residence is subject to the assignment of the contractual position in the Tourist Operation Agreement to the third-party buyer and the original developer shall always retain the right of first refusal in the sale of the residence.

##### Brokerage Condition

To ensure that all property sales are conducted in accordance with the brand standards, owners are asked to hand over any future sales of their properties to the VIC Properties sales team, guaranteeing that the level of service is maintained, and that the value of their property is preserved and maximized for all stakeholders and owners of the estate.

## Summary of Key Purchasing Steps

Step	Action	Description
1	Reservation of Residence	Buyers are able to reserve a specific residence through the completion of the Reservation Form and the payment of the Reservation Fee amounting to €50,000.
2	Know Your Customer (KYC) Form	Following completion of the reservation of a specific residence, buyers will be required to fill in a KYC Form and provide documentation in order to comply with Preventing Money Laundering and Combating the Financing of Terrorism measures.
3	Promissory Sale & Purchase Agreement of the Residence and FF&E	The Promissory Sale and Purchase Agreement is to be signed by both the vendor and the buyer, accompanied by a deposit paid by the buyer to the vendor amounting to 30% of the agreed purchase price of the residence and FF&E, less the €50,000 reservation fee paid initially.
4	Final Deed of Sales & Purchase	The Final Deed is signed by both parties at a notary's office, executing the transfer of property ownership to the buyer. The remaining balance of the purchase price, along with the proof that all relevant conditions are met and associated taxes are settled, finalizes the transaction.
5	Tourist Operation Agreement	Alongside the Final Deed, buyers are required to enter into a Tourist Operation Agreement with the operating entity of the tourism development.
6	FF&E and OS&E Purchase Agreements	At the time of the Final Deed, buyers will be required to enter into and execute the Sale and Purchase Agreement for the FF&E (furniture, fixtures and equipment) and OS&E (operating supplies and equipment) packages.
7	Occupation of Residence	Upon practical completion of the residence and completion of the snagging process in line with the brand's standard handover procedures, the buyer will be able to take occupancy of the residence.

*Steps 4 to 7 will occur on the same date unless otherwise agreed.*





## Financing & Payment of Residence

The Developer intends to complete and deliver the Residences in accordance with the estimated timeline presented during the sales process. However, unforeseen circumstances – including, but not limited to, delays in regulatory approvals, construction challenges, or force majeure events – may affect the expected delivery date. Buyers are advised to consult the Promissory Sales and Purchase Agreement for the legally binding terms regarding completion and handover timelines.

It is important to note that local banks typically finance only upon delivery of the residence. As a result, buyers must ensure they have sufficient funds to cover the phased payments referred to in the Promissory Sale and Purchase Agreement. Buyers are encouraged to consult their financial advisors to plan for these phased payments and define the best financial strategy for the purchase.

### Progress Payments

Stage Payment	% of Purchase Price	Milestone
Reservation Fee	€ 50,000	Upon reservation
Deposit	30% (minus Reservation Fee)	On signing of the Promissory Sale and Purchase Agreement (SPA)
1st Installment	20%	6 months after SPA
2nd Installment	10%	12 months after SPA
3rd Installment	10%	18 months after SPA
4th Installment	30%	Final Deed (delivery)

All payments related to the Promissory Sales and Purchase Agreement can be made via either bank transfer or by bank check. Payments related to the Final Deed can only be made via bank check. Note that all citizens who are nationals of sanctioned countries or countries with a high risk of money laundering and terrorist financing must have a bank account opened in Portugal.



# Completion & Occupation of Residence

## Inspection

If a buyer wishes to access their residence during construction, the developer will try to accommodate their request, however, access cannot be guaranteed, due to it being a 'live' construction site. Any access during construction will be at the buyer's own risk.

Prior to completion, the developer will give the buyer an opportunity for a final inspection of the residence together with the developer's representative and/or inspectors. This is for the purpose of inspecting the residence and preparing a list of corrective work (if any) needing to be remediated, or incomplete works or finishes needing to be finalized. Once these works are complete, the buyer will sign the Final Inspection Certificate.

## Completion

The title and possession of the residence will be transferred to the buyer at the time of the signing of the Final Deed, following the final payment and associated taxes. The keys to the residence will be handed over to the buyer once the snagging process has been completed, in accordance with Six Senses' standard handover procedures.

## Insurance Requirements

The Homeowner's Association (HOA) will maintain insurance policies (including Property Insurance and General Liability Insurance) covering the common areas. Upon transfer of the ownership title of the residence, the buyer shall obtain and maintain property and contents insurance for the residence, at their own cost. The sales team can assist in the acquisition of the above policies however buyers should seek independent advice regarding their insurance policies.

# Estate Management

## Estate Management Services

The residence owner will pay an annual Pinheirinho Comporta Condominium Fee, relating to the general maintenance of the overall Pinheirinho estate, as well as a Sub-Condominium Fee, dedicated to the management and upkeep of shared areas (ring road and green spaces), and an annual Home Owners Fee towards the condominium of the Six Senses estate (HOA).

The Homeowners' Association (HOA) will be managed by the operating entity under the laws of Portugal, providing estate management services to the Six Senses estate, which include all services related to the management and operation of the common areas, such as:

- Assisting in holding the annual general meetings of the HOA
- Landscaping, cleaning and upkeep of the common areas of the residential estate in compliance with the operator's brand guidelines
- Maintenance and upkeep of all or a portion of the infrastructure and facilities which may include roads, utilities, telecommunication and IT systems, sewerage system, lighting of common areas, etc.
- 24-hour residential concierge
- 24-hour security across the residential estate
- Maintenance and upkeep of all or a portion of the walking and cycling trails
- Managing and tendering contractors and service providers for all or a portion of the residential estate
- Preparation, management, and maintenance of financial records including annual budget and reserve funds
- Ensuring that third-party service providers comply with brand guidelines
- Operating and managing the working capital "sinking fund"
- Managing the residential estate to ensure compliance with the community by-laws, rules, and regulations as outlined in the governing documents
- General common areas, facilities and equipment insurance and contents insurance, if applicable
- Maintenance of certain dedicated/shared amenities relevant to the estate as a whole
- Ensuring health and safety compliance and protocol

## Management and Conservation Plan

In addition to the services listed above, the annual management fee (HOA) will also include a fee for in-villa maintenance, which covers the upkeep and services for the individual residence, ensuring a superior, hassle-free owner experience, fully compliant with brand standards. This includes services such as:

- Routine HVAC maintenance
- Routine plumbing maintenance
- General appliance maintenance
- Fire safety maintenance
- Electrical systems checks
- Window cleaning services
- Private pool maintenance
- Landscape and garden maintenance
- Pest control

The in-villa maintenance fee varies depending on location, unit size and service level.

The management fee also covers the remuneration of the managing entity and the official auditor. The operating entity will provide the Homeowners' Association (HOA) with an annual management and conservation plan for the development, along with an estimate of the anticipated expenses for the following year. These will be presented and voted on by resident owners at the Annual General Meeting.

## Right of Access

The operating entity will require access to the residences in order to perform estate management related services. The residence owner will be notified in advance with proposed dates and the dates will be set with mutual consent.

# Partners & Contact Details

## *Developer*

### **VIC Properties**

VIC Properties is a leading real estate developer focused on large-scale residential and hospitality projects in Portugal. VIC owns the Pinheirinho estate and is developing Six Senses Comporta.

## *Resort and Rental Program Operator*

### **Six Senses**

Six Senses Hotels Resorts Spas started with a single resort in 1995, and quickly became generally recognized as the hospitality industry's pioneer of sustainable practices, demonstrating that a leadership commitment to local communities and ecosystems can be successfully wedded to uncompromised top-tier facilities.

## *Architect & Interior Designer*

### **Michaelis Boyd**

Michaelis Boyd are architects and designers based in London and New York. They create spaces that are emotive, meaningful and thoughtful.

## *Executive & Local Architect*

### **CPU Architects**

Based in Portugal, CPU Architects fuse advanced architectural methods with sustainable design to create efficient, purposeful spaces.

## *Landscape Designer*

### **Topiaris**

Topiaris specializes in ecological landscape engineering, applying innovative planting to enrich natural and urban environments.

## *Lighting Designer*

### **Artec Studio**

Artec Studio combines architectural innovation with context-driven design to deliver impactful, functional spaces.

## *Sacred Geometry*

### **Alberto Amura**

Alberto Amura is an artist and spatial healer who creates bespoke resonance symbols and mandalas rooted in sacred geometry to harmonize energy and elevate human experience.

## *MEP & LEED*

### **XCO2**

Leveraging expertise in energy modeling and sustainable building systems, XCO2 provides consultancy to minimize carbon footprints in construction projects.

## *AV, IT & Security*

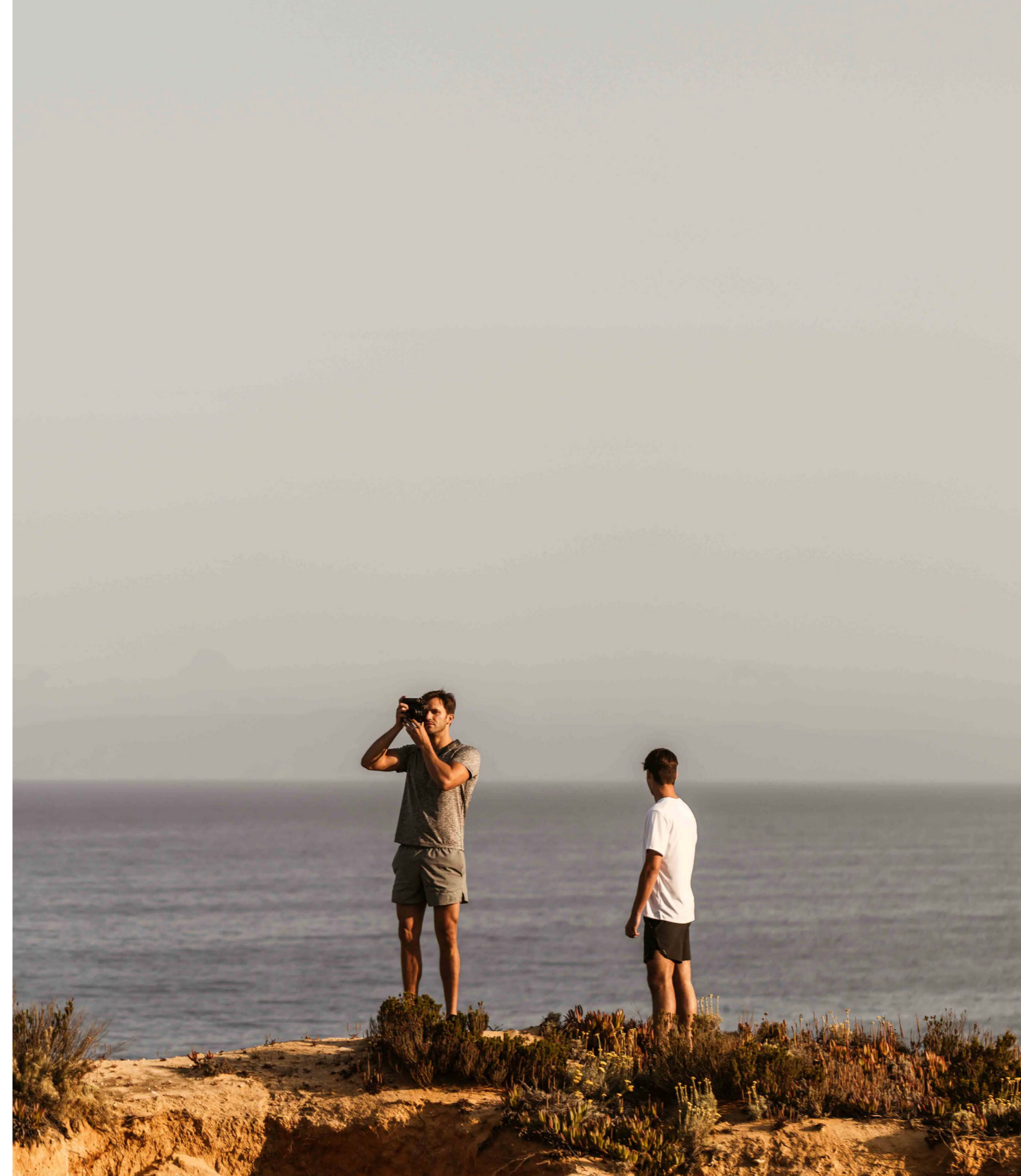
### **Dtech**

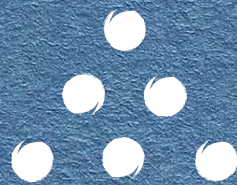
Dtech pioneers construction technology with digital tools and automation to streamline workflows and enhance precision.

## *Art Consultant*

### **Muzéo**

Muzéo is an art consultancy that curates and advises with an emphasis on cultural storytelling, shaping collections that connect art, people and place.





# SIX SENSES RESIDENCES

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## Legal Disclaimer

The information provided in this brochure is to the best of our knowledge correct at the time of publication and for general informational purposes only and is subject to change without notice. While every effort has been made to ensure accuracy, we do not guarantee the completeness, reliability, or currency of the information contained herein. We accept no liability for any loss or damage that may be suffered by any person due to changes in the facts, in the applicable law or in case of any inaccuracy or discrepancy. We strongly recommend prospective buyers verify all information independently and consult appropriate professionals before making any decisions. Buyers should always refer to the contractual documents for all terms and conditions. Only completed versions of agreements and contracts, signed by all parties, are legally binding. We shall not be held liable for any errors, omissions, or discrepancies in the information provided.

1. Herdade do Pinheirinho II SIC Imobiliária Fechada, SA, being the current owner and developer of the Residences, is solely responsible for the development, marketing and sale of the Residences. The Residences are not owned, developed or sold by Sustainable Luxury UK Limited ("Licensor"), InterContinental Hotels Group PLC, InterContinental Hotels Group (Asia Pacific) Pte. Ltd. or any of their affiliates (collectively "Six Senses"). There exists no joint venture, partnership, ownership or similar relationship between Developer and Six Senses. Six Senses does not make any representations or guarantees of any kind or nature, including without limitation, as to expected or guaranteed rental return.

2. IHG Hotels Limited ("Manager") is only the appointed manager and Licensor is the provider of the "Six Senses" brand to the Residences, and the usage of the name "Six Senses" and related marks is strictly governed by certain agreements between Developer and Six Senses. The "Six Senses" name, design, logomarks, trademarks and related marks are the exclusive properties of Six Senses and they are not owned or controlled by Developer. The purchasers or owners of the Residences shall acquire no interest of any kind or nature in the "Six Senses" brand, logomarks or related trademarks and may not use them in connection with the resale of any Residence or for any other purpose. The engagement of "Manager" as manager and Licensor's provision of the "Six Senses" brand to the Residences is not in perpetuity and may end at any time without notice to or consent of purchasers or owners of the Residences, in which event the "Six Senses" brand will be disassociated from the Residences and no reference to the "Six Senses" brand shall be applied to the Residences.