Sale of a condominium

**You want to buy or sell a condominium?**

To prepare, you can send us your wishes using this checklist and/or arrange a personal consultation with us.

**Notice:**

If the purchase price is lower than the market value of the property (e.g. in the case of a sale to persons living next door), please use the form Transfer, as further details may need to be taken into account/discussed when drawing up the contract.

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| --- | --- | --- |
| Seller | Seller 1 | Seller 2 |
| Name |  |  |
| First name |  |  |
| Birth name, if applicable |  |  |
| Birth date |  |  |
| Occupation |  |  |
| Street, house number |  |  |
| Zip code City |  |  |
| Phone |  |  |
| E-Mail |  |  |
| Nationality(ies) |  |  |
| Tax ID No. |  |  |
| Family/Goods status | 🞎 not married 🞎 legal matrimonial property regime 🞎 Matrimonial property regime, namely: | 🞎 not married 🞎 legal matrimonial property regime 🞎 Matrimonial property regime, namely: |
| Purchase price share, if applicable |  |  |
| Bank details |  |  |

(list other sellers on additional form if necessary)

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| --- | --- | --- |
| Buyer | Buyer 1 | Buyer 2 |
| Name |  |  |
| First name |  |  |
| Birth name, if applicable |  |  |
| Date of birth |  |  |
| Occupation |  |  |
| Street, house number |  |  |
| Zip Code City |  |  |
| Phone |  |  |
| E-Mail |  |  |
| Nationality(ies) |  |  |
| Tax ID No. |  |  |
| Family/Goods status | 🞎 not married 🞎 legal matrimonial property regime 🞎 Matrimonial property regime, namely: | 🞎 not married 🞎 legal matrimonial property regime 🞎 Matrimonial property regime, namely: |
| Employment relationship | 🞎 to ½  🞎 at\_\_\_\_\_ % 🞎 Purchase as a company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 🞎 to ½  🞎 at\_\_\_\_\_ % 🞎 Purchase as a company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(list other buyers on additional form if necessary)

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| --- | --- |
| Condominium concerned | |
| Land register from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sheet\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Field number(s) |  |
| Location / Address |  |
| Apartment number: \_\_\_\_\_\_\_\_\_parking space if applicable:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| furnishings sold with the property (e.g. fitted kitchen, furniture) | Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ A portion of the purchase price in the amount of € is attributable to this:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Separate disclosure of sales tax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Administrator | 🞎  Administrator is (name, address)  🞎  There is no administrator. |
| Major defects (e.g. contaminated sites, mold growth) | Defects that are not obviously visible during an inspection:  🞎 Not known 🞎 Deficiencies in detail:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Other/Comments: | 🞎 Housing allowance is in arrears in the amount of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 🞎 A special apportionment was resolved. The apartment sold accounts for a share of € \_\_\_\_\_\_\_\_\_\_\_\_, due at: \_\_\_\_\_\_\_\_\_\_\_. This is borne by the () seller () buyer. |

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| --- | --- |
| Purchase price | |
| Total purchase price in € |  |
| Purchase price allocation/ sales tax option | Splitting the purchase price makes sense for tax reasons if the buyer intends to rent out the contract property.  🞎 Share of land: €\_\_\_\_\_\_\_\_\_\_\_\_  🞎 Share of building: €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  🞎 Sales tax option (can be useful for previous business use with claiming of input tax):  Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Purchase price due date | Securing the acquisition of property  **() The purchase price shall not become due until the transfer of ownership is secured for the buyer (rule case).** () The purchase price is not to become due before\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Securing the transfer of posession (eviction) **() The entire purchase price shall only be due after eviction (standard case).**  () The entire purchase price/part of the purchase price in the amount of €\_\_\_\_\_\_\_\_\_ should be paid before eviction (Attention: Advance payment by the buyer; in this case, a contractual penalty is recommended in case of untimely eviction!)  🞎 Other wishes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Financing of the price/private loans/grants | 🞎 No funding required  🞎 yes, at the following bank(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please send the documents for the creation of the land charge to the notary’s office as soon as possible before the date) 🞎 Financing through personal loan in the amount of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_  lender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Securing by land charge desired () yes () no  🞎 Cash gift by a third party (for tax reasons and to protect the donor and at the donee, it may be advisable to include provisions in a separate agreement. We will be happy to advise you on this) |
| Redemption of liabilities | 🞎 Not necessary. The property is unencumbered. If land charges are still carried, the can be deleted.  🞎 Liabilities still have to be discharged. (The notary’s office takes care of the release from encumbrances and obtains the necessary documents form the creditors). |
| Other/Notes: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Condition/Deficiences | | |
| Agreed contition: | 🞎 The apartment and common property are sold “as is“, the seller does not provide any warranty (this is the usual arrangement).  (Further) agreements on condition may, however, be useful, especially in the following cases:  🞎 Object is under monumental protection: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 🞎 Certain defects assumed by the buyer:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  🞎 Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Hidden defects | The seller is obliged to point out to the buyer such defects that are not readily apparent during an inspection (hidden defects). In order to avoid liability for fraudulent intent, such defects should be listed in the contract if necessary:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Current use | Transfer of possesion/handover of keys |
| 🞎 is empty  🞎 by seller clearance by: \_\_\_\_\_\_\_\_\_\_\_ 🞎 rented to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  🞎 Rental agreement is taken over  🞎 Clearance until: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  🞎 All remaining furniture will be taken over by the buyer or disposed of at his own expense. | 🞎 Transfer of ownership after full payment of purchase price (customary regulation)  🞎 Transfer of ownership after partial payment of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Attention: Advance payment of the seller!)  🞎 as of the first of the month following payment, of the purchase price (for easier accrual, especially in the case of rented properties)  🞎 Special features:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Brokerage |
| 🞎 no 🞎 yes, namely through (contact details of the broker): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| --- |
| Other/Comments |
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| --- | --- | --- |
| Draft to seller | Draft to buyer | Draft to broker |
| 🞎 Mail 🞎 E-Mail | 🞎 Mail 🞎 E-Mail | 🞎 Mail 🞎 E-Mail |

|  |  |
| --- | --- |
| Design commissioned by | 🞎 Seller 🞎 Buyer 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Appointment request: |  |

**You can use the form…**

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| **Save as (on your computer)** | **Print** | **Send to notaries (by E-Mail)** |