Sale of a property
(developed/undeveloped/partial area)

**You wish to buy or sell a property?**

In order for us to prepare your transaction, you can send us your wishes using this questionnaire and/or arrange a personal consultation with us.

**Notice:**

If the purchase price is intentionally lower than the market value of the property (e.g. in the case of a sale to a related party), please contact us and/or use the form Transfer (Überlassung), as further details may need to be taken into account/discussed when drawing up the contract.

|  |  |  |
| --- | --- | --- |
| Vendor | Vendor 1 | Vendor 2 |
| Name  |  |  |
| First name |  |  |
| Name at birth (maiden name), if applicable |  |  |
| Date of birth |  |  |
| Occupation |  |  |
| Street, house number  |  |  |
| Zip code city |  |  |
| Phone |  |  |
| E-Mail  |  |  |
| Nationality/ies |  |  |
| German Tax ID No.  |  |  |
| Marital status | 🞎 unmarried🞎 statutory property regime🞎 special (contractual) matrimonial property regime, namely:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 🞎 unmarried🞎 statutory property regime🞎 special (contractual) matrimonial property regime, namely:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Purchase price share |  |  |
| Bank details |  |  |

(if necessary, list other vendors on additional form)

|  |
| --- |
| Details regarding the Vendors’ marital property regime (if applicable) |
| Date of (civil) marriage |  |
| Residency/domicile at time of marriage |  |  |
| Nationalities at marriage |  |  |

|  |  |  |
| --- | --- | --- |
| Purchaser | Purchaser 1  | Purchaser 2  |
| Name |  |  |
| First name |  |  |
| Name at birth (maiden name), if applicable |  |  |
| Date of birth |  |  |
| Profession |  |  |
| Street, house number  |  |  |
| Zip Code, city |  |  |
| Phone |  |  |
| E-Mail |  |  |
| Nationality/ies |  |  |
| German Tax ID No. |  |  |
| Marital status | 🞎 unmarried🞎 statutory property regime🞎 special (contractual) matrimonial property regime, namely:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 🞎 unmarried🞎 statutory property regime🞎 special (contractual) matrimonial property regime, namely:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Co-ownership share | 🞎 to ½ 🞎 to \_\_\_\_\_ %🞎 purchase as a company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 🞎 to ½ 🞎 to \_\_\_\_\_ %🞎 purchase as a company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(list other buyers on additional form if necessary)

|  |
| --- |
| Details regarding the Purchasers’ marital property regime (if applicable) |
| Date of (civil) marriage |  |
| Residency/domicile at time of marriage |  |  |
| Nationalities at marriage |  |  |

|  |
| --- |
| Property |
| Land register of the local court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Folio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Plot number(s)  |  |
| Location / address |  |
| Building | 🞎  undeveloped🞎  developed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ year of construction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Movables sold with the property (e.g. fitted kitchen, furniture), photovoltaic system | Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_A portion of the purchase price in the amount of €: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_🞎 Photovoltaic system; feed-in contract with: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proportionate purchase price (please clarify in advance with tax advisor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Partial area (if only a partial plot of the property is to be sold) | 🞎 Only a partial area of approx. \_\_\_\_\_\_\_\_\_\_sqm from the above-mentioned parcel number are sold (drawing in the site plan is necessary). 🞎  A site plan is to be obtained from the notary's office. surveying costs are borne by the () buyer () seller. |
| Development  | 🞎 Fully developed and settled 🞎 Not developed 🞎 Partially developed; lacking: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_🞎 The development measures have not yet been fully settled.  The outstanding contributions are borne by the () Vendor () Purchaser. |
| Other/Comments: |  |

|  |
| --- |
| Purchase price |
| Total purchase price in € |  |
| Purchase price allocation/sales tax option | Splitting the purchase price makes sense for tax reasons if the Purchaser intends to rent out the contract property.🞎 Share of land: € \_\_\_\_\_\_\_\_\_\_\_\_🞎 Share building: € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_🞎 Sales tax option (may be useful if previously used for business purposes with claiming of input tax):Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Purchase price due date | Securing the acquisition of property**() The purchase price shall only become due after the transfer of ownership is secured for the purchaser (rule case)**() The purchase price shall not be due for payment before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Securing the transfer of possession (eviction)**() The entire purchase price is to be due only after vacation of the property (standard case)**() The entire purchase price / an amount of € \_\_\_\_\_\_\_\_\_\_\_\_\_ is to be paid before vacation of the property (attention: advance payment by the purchaser; in this case, a contractual penalty is recommended in case of non-timely eviction!)🞎 Other wishes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Financing of the purchase price/private loans/gifts | 🞎 No funding required 🞎 Yes, at the following bank(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**please send land charge documents to the notary’s office as soon as possible before the appointment**)🞎 Financing through private loan in the amount of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ security by land charge ()yes ()no |
| Redemption of liabilities  | 🞎 Not necessary. The property is unencumbered. If land charges are still registered, they shall be deleted.🞎 Liabilities still have to be discharged. (The notary’s office will take care of the release of encumbrances and obtain the necessary documents from the creditors).  |
| Other/Comments: |  |

|  |
| --- |
| Condition/defects |
| Agreed condition: | 🞎 The property is sold in its current state, the seller does not assume any liability for defects (this is the usual arrangement).(Further) agreements on the condition can, however, be useful, especially in the following cases:🞎 Object is in need of complete renovation.🞎 Object is demolished by the buyer at his own expense.🞎 Object is under monument protection: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_🞎 Certain defects assumed by the Purchaser: 🞎 Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Hidden defects: | The Vendor is obliged to point out to the Purchaser such defects that are not readily apparent during an inspection (hidden defects). In order to avoid liability for fraudulent intent, such defects should be documented before the conclusion of the contract and important points should be listed in the contract if applicable: |

|  |  |
| --- | --- |
| Current use | Transfer of possession/handover of keys |
| 🞎 Vacant🞎 Used by vendor, vacation until: \_\_\_\_\_\_\_\_\_\_\_🞎 rented to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 🞎 rental agreement is assumed by Purchaser  🞎 Vacation until: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_🞎 All remaining furniture will be taken over by the Purchaser or disposed of at his own expense.  | 🞎 Transfer of ownership after full payment of the purchase price (usual arrangement) 🞎 Transfer of ownership after partial payment of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Attention: Advance payment of the seller!) 🞎 As of the 1st of the month following payment of the purchase price (for easier accrual, especially in the case of rented properties)🞎 Special features:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |
| --- |
| Brokerage |
| 🞎 No🞎 Yes, by (contact details of the agent): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |
| --- |
| Other/comments |
|  |

|  |  |  |
| --- | --- | --- |
| Draft to Vendor | Draft to Purchaser | Draft to Agent |
| 🞎 Mail🞎 E-Mail | 🞎 Mail🞎 E-Mail | 🞎 Mail🞎 E-Mail |

|  |  |
| --- | --- |
| Draft commissioned by | 🞎 Vendor 🞎 Purchaser 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| Preferred date for authentication: |  |