



LANGENZAAL
NVM MAKELAARS



CONDITIONS OF SALE RESIDENTIAL PROPERTIES LANGENZAAL REAL ESTATE BROKERS B.V.

This agreement is entered into under the NVM purchase agreement. Supplementary to the NVM purchase agreement the following conditions of sale have been agreed and will be included in the purchase agreement. By making an offer the client accepts expressly the charges and encumbrances that are evident and/or arise from the following conditions of sale.

Purchase agreement legally valid only if signed

An oral agreement between a private seller and a private buyer is not legally valid. In other words: no sale has been entered into. A legally valid sale has been effected only if a private seller and a private buyer have signed a contract of purchase and sale. This arises from Book 2, Section 7 of the Dutch Civil Code. Please note that E-mail confirmation of an oral agreement or receipt of a draft purchase agreement are not considered a 'signed purchase agreement'.

Deposit

The buyer is aware that within 5 weeks of signing the purchase agreement a deposit in the amount of 10% of the purchase price must be paid into the escrow account of the civil-law notary's office executing the transfer of title. Instead of paying a deposit the buyer may provide an irrevocable bank guarantee.

Financing

If a buyer makes an offer subject to financing being arranged and this reservation is included in the purchase agreement, then the valuer performing the mortgage valuation must have demonstrable local knowledge and be a member of one of the following trade associations: NVM (*Netherlands Association of Real Estate Brokers and Real Estate Experts*), LVM (*National Real Estate Agents Association*) or VBO (*Netherlands Association of Real Estate Agents and Valuers*).

Structural Survey

Prior to entering into the purchase agreement the buyer is provided an opportunity to have the property inspected by a building surveyor in order to detect any defects which were not visible to the buyer at the time of the viewing, establish whether the quality deviates from what one may expect of a duly maintained property of similar age, or have the property inspected for the presence of materials containing asbestos and/or have the land investigated for contamination.

If the buyer makes an offer subject to a structural survey with a threshold amount, then the costs necessary for immediate repairs may not exceed the threshold amount.



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The individual or agency that inspect the property structurally must be registered with the Chamber of Commerce as a building consultant's, or be a member of a national trade association in the field of construction or architecture. When calling for termination of the purchase agreement as a result of the structural survey the buyer must hand to the seller an itemized written report of the structural survey no later than the 3rd working day after the date agreed in the purchase agreement

Practice NEN 2580

The measuring instruction is based on NEN standard 2580. The purpose of the measuring instruction is to apply a more unequivocal method of measuring to give an indication of usable area. The measuring instruction does not altogether eliminate differences in measurement outcomes because of, for instance, interpretation differences, rounding off or limitations when the measurements were performed

Choice of civil-law notary

In principle, the buyer has the right to choose the civil-law notary. If on the day of signing the purchase agreement no civil-law notary has been chosen yet, the estate agent reserves the right to make the choice of civil-law notary. Within 3 days of signing the purchase agreement the civil-law notary picked by the real estate agent may be replaced by one the buyer chose. Buyer and seller hereby agree that the fees charged by this civil-law notary for cancellation of a mortgage (no more than € 150 for full cancellation of a mortgage or € 200 for partial cancellation of a mortgage; always exclusive of 21% VAT and cadastral costs) are for the buyer's account. If the aforesaid civil-law notary charges more for the cancellation of a mortgage, the extra cost is for the buyer's account. If the buyer chooses a civil-law notary's office situated at a distance of more than 25 kilometres from the property sold, the seller's estate agent and his client may charge the following costs to the buyer:

Any extra civil-law notary costs chargeable to the seller, such as of drafting a power of attorney.

Travelling expenses and hourly fees.

These expenses are payable and to be settled at the civil-law notary referred to in the purchase agreement on the day of transfer of title.