

## PURCHASE DEED FOR EXISTING SINGLE FAMILY DWELLING

Model purchase contract for an existing single-family dwelling (July 2004 model).  
Established by the *Nederlandse Vereniging van Makelaars in onroerende goederen en vastgoeddeskundigen* (Dutch Association of Real Estate Brokers and Real Estate Experts NVM), the Consumers' Association and the Association of Homeowners.

*This document should be read in conjunction with:*

- *Consumer's explanation of the NVM purchase deed*
- *Inventory of contents pertaining to the purchase deed*
- *Acknowledgment of receipt*

The signatories:

A. Seller(s) Spouse/partner

Surname:

First name(s):

Place of birth:

Date of birth:

Profession:

City/Town:

Postcode:

Street:

Email address:

Home telephone:

Work telephone:

Civil status: married/ registered partnership/unmarried and not a registered partner

Married property rights: community of property/pre-nuptial agreement

Proof of identity:

Future address:

herein referred to as “the Seller”/herein jointly referred to as “the Seller”

B. Purchaser(s) Spouse/partner

Surname:

First name(s):

Place of birth:

Date of birth:

Profession:

City/Town:

Postcode:

Street:

E-mail address:

Home telephone:

Work telephone:

Civil status: married/ registered partnership/unmarried and not a registered partner

Married property rights: community of property/pre-nuptial agreement

Proof of identity:

herein referred to as “the Purchaser”/herein jointly referred to as “the Purchaser”

Purchaser's initials:

Seller's initials:

have agreed that the Seller shall sell to the Purchaser and the Purchaser shall purchase from the Seller:

address (incl. postal code) ....., Land Register reference:  
Municipality of ....., Section ....., Number .....,  
extending to ..... hectares, ..... ares, ..... centiares,  
.....  
at the price of ....., in words .....  
including the items described in the Inventory of contents pertaining to this document.  
The moveable items included in the purchase price are valued by the  
Purchaser/Seller/Parties at ....., in words .....

They agree further:

**Article 1 Costs, levies and transfer tax**

1.1 Costs, levies and transfer tax arising from this contract and transfer of title, shall be paid by .....

1.2 If the Purchaser is liable to pay the transfer tax and the Purchaser can successfully lodge an appeal to have the basis of taxation lowered, the Purchaser shall/shall not\* repay to the Seller the difference between, on the one hand, the amount of transfer tax which would be due without lowering of the basis of taxation and, on the other hand, the amount actually due in respect of transfer tax. If the Parties agree that the said difference should be paid to the Seller, this will take place at the same time as payment of the purchase price via the Notary.

**Article 2 Payment**

Payment of the purchase price and levies, costs and taxes will take place via the Notary on execution of the deed of transfer.

The Seller agrees that the Notary shall retain the purchase price until it is certain that the real estate has been transferred free of mortgages, attachments and registrations thereof.

**Article 3 Transfer of ownership**

3.1 The deed of transfer shall be executed on ..... or on such earlier date as the parties might mutually agree, in the presence of ..... Notary or his deputy employed at the offices of: ..... hereafter referred to as "the Notary".

3.2 The Seller warrants his capacity to sell and transfer ownership at the date of execution of the deed of transfer.

**Article 4 Bank guarantee/ deposit**

4.1 As security for the Purchaser's compliance with his obligations, he shall lodge a written bank guarantee issued by a banking institution registered in the Netherlands not later than ..... for a sum of ..... (in words .....). This bank guarantee must be unconditional, must extend for at least one month after the agreed date for transfer of ownership and contain a clause to the effect that the banking institution will, on first request by the Notary, pay out the amount of the guarantee to the Notary. If the guaranteed amount is paid out to the Notary, the latter shall deal with this amount in accordance with the provisions of Article 10. If the circumstances

Purchaser's initials:  
Seller's initials:

outlined in Article 10.5 sub b. arise, the bank guarantee must be extended, in the absence of which the parties oblige the Notary to uplift the bank guarantee in consequence of this contract. In such a case the Notary is obliged and, so far as necessary, hereby irrevocably authorised, to report to the banking institution that the bank guarantee may be cancelled as soon as the Purchaser complies with his obligations and legal delivery has been completed. The term “banking institution” in this Article includes an insurance company within the meaning of Article 1 of the Act relating to supervision of insurance businesses.

**4.2** Instead of lodging this bank guarantee, the Purchaser may pay a deposit amounting to the sum specified in Article 4.1 to the Notary into his special funds account, numbered .....

The deposit must be credited to the above-mentioned account not later than date specified in Article 4.1.

This deposit shall, subject to the provisions of Article 10, be deducted from the purchase price insofar as the purchase price and any other amount due by the Purchaser are not being met from a mortgage entered into by the Purchaser. The part of the deposit not deducted shall be repaid to the Purchaser as soon as he has met his obligations under this agreement.

The Seller shall not pay interest on the deposit.

If the Notary pays interest on the deposit, this will be paid to the Purchaser.

**4.3** If the Purchaser is declared bankrupt and the trustee in bankruptcy does not wish to proceed with the contract, the amount mentioned in Article 4.1 or, as the case might be, the deposit shall be paid to the Seller as a penalty in terms of Article 10.2, by operation of law.

## **Article 5 Condition of the real estate, use**

**5.1** The real estate shall be transferred in ownership to the Purchaser in the condition it was in on conclusion of this contract together with all rights and claims pertaining thereto, latent and patent defects, dominant easements and qualitative rights, and free of mortgages, attachments and registrations thereof.

**5.2** The Purchaser expressly accepts all servient easements, special obligations and restrictions, individual property levies, perpetual clauses and qualitative rights, apparent or arising from the last and preceding document(s) of transfer and/or grant of the rights of leasehold and/or building rights and/or individual deed(s).

The Seller has supplied the written text of all of these documents to the Purchaser.

The Purchaser confirms that he is aware of the contents of the aforementioned deeds, including any right of leasehold and/or building rights in the general and special conditions.

**5.3** On transfer of title, the real estate shall possess the factual characteristics required for normal use as: .....

If actual transfer takes place earlier, the real estate shall enjoy the properties required for a normal use as at that date.

The Seller does not warrant any characteristics other than those that might be required for a normal use, nor the absence of defects which might limit such normal use and which the Purchaser is aware of at the date of conclusion of this agreement.

**5.4.1.** The Seller is unaware/ the Purchaser is aware\* that the real estate includes any pollution which might have a detrimental effect upon the use described in subparagraph 3 above, or which has led or might lead to any obligation to cleanse the real estate or to take other steps.

Purchaser's initials:

Seller's initials:

**5.4.2.** Insofar as the Seller is aware, the subjects sold do/do not\* contain an underground tank for the storage of (liquid) material.  
Insofar as the Seller is aware of the presence of an underground tank for the storage of (liquid) material, he confirms, in relation to whether or not it is still in use and/or whether it has been disabled under the statutory provisions, as follows:

**5.4.3.** The Seller is not aware whether/ the Purchaser is aware\* that there is asbestos is incorporated in the real estate.

**5.4.4.** The Seller is unaware whether decisions or orders have been made under Article 55 of the Soil Protection Act by the relevant authorities in relation to the real estate.

**5.5.** The Purchaser is entitled, prior to execution of this deed of transfer, to carry out internal and external inspections of the subjects being sold.

**5.6.** The Seller warrants that, up to the date when he signs this contract, no improvements or repairs have been prescribed or approved by government or utility companies that have not yet been carried out or carried out properly.

If, after execution of this deed but before transfer of title, an improvement or repair is approved or prescribed by government or a utility companies, the risk of the consequences of such approval or notification will rest with the Purchaser. The approval or notification will remain at the Seller's risk and expense if he is guilty of non-compliance with his obligations arising under statute or this contract.

**5.7.** The Seller is/is not\* aware of any (current request for advice in relation to a) designation, or designation decision or entry in a register that the real estate:

- a. is a protected monument within the meaning of the Listed Buildings Act, Articles 3, 4 or 6;
- b. is in a protected municipal or village landscape or subject to a relevant proposal as defined in Article 35 of the Listed Buildings Act;
- c. is a locally or provincially defined protected monument.

**5.8.** The Seller confirms that there are no outstanding obligations in favour of third parties in relation to the real estate for pre-emption rights, option rights or rights of re-purchase.

**5.9.** Insofar as the Seller is aware, the subjects sold are/are not\* included in a direction as defined in Article 2 or Article 8, nor in any proposal as defined in Article 6 or Article 8a of the Municipal Preferential Rights Act.

**5.10.** The Seller confirms that the sale does not include any item against which lenders may exercise statutory rights of removal.

**5.11.** Any discrepancy between the stated and actual area will not accord any rights to either party.

**5.12.** The Seller confirms that the levies for the foregoing years have been paid insofar as demands were issued and ground rents were due.

Insofar as said demands and/or ground rents have not been paid, the Seller confirms that he will pay these on first request.

**5.13.** Any statement to the effect that the Seller is unaware of the relevant facts or circumstances shall not imply any warranty or indemnity for the Purchaser or Seller.

## **Article 6 De facto transfer, transfer of claims**

**6.1.** De facto transfer and acceptance shall take place on ....., free of rental, lease or hire-purchase agreements excepting the following agreements concluded by the Seller:

Purchaser's initials:

Seller's initials:

6.2. Subject to the consequences of the foregoing paragraph, the Seller warrants that the subjects sold shall, at the date of de facto transfer, be free of all claims for use, free of all local authority claims and, subject to any moveable items included in the sale, empty and cleared.

6.3. If the Purchaser accepts the real estate either partially or wholly subject to maintaining any existing rental, lease or hire-purchase agreements:

- the Seller warrants that, on de facto transfer, there shall not have been any disposal of instalments not yet received, nor any attachments affecting them;
- the Seller warrants that, from the conclusion of this contract onwards, there shall be no alteration to existing rental, lease or hire-purchase agreements; the real estate shall not be let out in whole or in part, disposed of on hire-purchase or its use given away in any other manner, unless the Purchaser agrees to this in writing;
- the Purchaser warrants that he is familiar with the contents of the rental, lease or hire-purchase agreements to be assigned.

6.4. So far as possible, this contract incorporates the assignment of all claims in relation to the real estate which the Seller can or might aver against third parties, including builder(s), (sub)contractors, installer(s), architect(s) and supplier(s), which arise from damages caused by work carried out on the real estate, without any obligation of indemnity on the Seller's part. This assignment takes effect on transfer of title to the real estate, unless de facto transfer takes place earlier, in which case the assignment of the above-mentioned claims will take effect at that earlier stage. The Seller undertakes to supply the Purchaser with the information in his possession and hereby authorises the Purchaser, so far as necessary, to have this assignment of claims intimated in accordance with the statutory provisions, at the Purchaser's expense.

#### **Article 7      Income, costs and ground rent**

All income, costs and ground rent shall accrue to or be borne by the Purchaser with effect from .....

The current income, costs and ground rent, with the exception of the real estate tax due for use, shall be apportioned between the parties on a day-by-day basis. This apportionment shall be effected at the same time as payment of the purchase price.

#### **Article 8      Several liability**

If more than one individual is involved in this contract as Seller or Purchaser, then the Seller and Purchaser may only exercise their rights or comply with their obligations stemming from this contract jointly. The Seller(s) and Purchaser(s) hereby respectively grant irrevocable authority to any one of their number to exercise their rights or comply with their obligations stemming from this contract.

The Seller(s) and Purchaser(s) are jointly liable for performance of obligations arising from this contract.

#### **Article 9      Transfer of risk, damage from *force majeure***

9.1. Risk in the real estate passes to the Purchaser with effect from the date of signature of the deed of transfer, unless de facto transfer takes place earlier, in which case risk will pass to the Purchaser with effect from that date.

9.2. If the real estate is damaged or destroyed in whole or in part prior to the date of passing of risk, the Seller shall be obliged to notify the Purchaser of the calamity within 48 hours after the Seller becomes aware of it.

Purchaser's initials:

Seller's initials:

9.3. If the real estate is damaged or destroyed in whole or in part as a result of *force majeure* prior to the date of passing of risk, this contract shall be terminated by operation of law, unless within four weeks after the calamity but in any event before the agreed date for transfer of title:

- a. the Purchaser demands performance of this contract, in which case the Seller - without any special consideration apart from the established purchase price - shall hand over the real estate to the Purchaser on the agreed date for transfer of title in its then condition, together with all of the Seller's rights against third parties in relation to the calamity - whether arising under insurance or otherwise; or
- b. the Seller confirms he will repair the damage at his own expense prior to the agreed date for transfer of title or within four weeks after the calamity if later. In the latter case, an earlier agreed date for transfer of title will be changed to the day after the day on which the four weeks expire. If repairs are not carried out to the Purchaser's satisfaction, then this contract will still be dissolved unless the Purchaser confirms, within fourteen days after the repairs should have been completed on the basis of this Article, that he still wishes to avail himself of the right accorded under sub-paragraph a., in which case the transfer of title shall take place on the agreed date or not more than six weeks after the calamity, if later.

#### **Article 10 Notice of default, dissolution**

10.1 If one of the parties, having been served with a notice of default, continues in his failure to comply with one or more of his obligations arising from this contract for eight days, the other party may dissolve this contract without process of law by means of a written notice to the defaulting party.

10.2. Dissolution on the basis of default shall only be permissible after a notice of default has been issued. On dissolution of the contract because of an attributable failure, the defaulting party shall become liable to the other party for an immediately payable penalty of ....., without process of law, without prejudice to the right to supplementary damages and compensation for the costs of recovery.

10.3. If the other party does not avail himself of his right to dissolve the contract and demands compliance, the defaulting party shall become liable for an immediately payable penalty, after the expiry of the eight day period mentioned in Article 10.1, amounting to 0.3% of the purchase price for each day elapsing thereafter up to the date of compliance, without prejudice to the right to supplementary damages and compensation for the costs of recovery. If the other party finally decides to dissolve the contract, this penalty shall be due for each day after the expiry of the eight-day period mentioned in 10.1 up to and including the day on which the contract is dissolved.

10.4. If, however, the defaulting party, having been served with a notice of default, meets his obligations within the said period of eight days, that party shall nonetheless be due to pay to the other party his losses resulting from the failure to comply punctually.

10.5. The Notary is hereby obliged and, so far as necessary, irrevocably authorised by the parties:

- a. if the purchaser is due a penalty, to pay that sum to the Seller from the amount of the guarantee paid out to the Notary or else from the deposit lodged with the Notary;
- b. if the Seller is due a penalty, to return the guarantee lodged with the Notary to the banking institution or to return the deposit paid by the Purchaser to the Purchaser;
- c. in the event that Article 4.3 applies, to pay the deposit to the Seller as a penalty;

Purchaser's initials:

Seller's initials:

- d. if both parties fail to meet their obligations or if the Notary cannot adequately decide which of the parties is in default, to retain the bank guarantee or deposit until he has the authority of a final and binding judgment or provisionally enforceable court order deciding to whom the money should be paid.

**Article 11 Seller and spouse/partner**

The Seller confirms, so far as necessary, that he/she\* is acting in this matter with the consent of his/her\* spouse/partner\*, who co-signs this contract as evidence thereof.

**Article 12 Purchaser and spouse/partner**

The Purchaser confirms, so far as necessary, that he/she\* is acting in this matter with the consent of his/her\* spouse/partner\*, who hereby grants consent and irrevocable authority to burden the real estate and refrains from any actions which might operate against the Purchaser in obtaining permissions and/or finance and/or National Mortgage Guarantee and/or consent(s) and/or other items and who co-signs this deed as evidence of all of this.

**Article 13 Domicile**

This deed shall remain, and the parties elect domicile for the purposes of this deed, at the Notary's offices.

**Article 14 Registration of the Document of Sale**

The parties hereby instruct/do not instruct\* the Notary to have this deed registered in the public registers, but not earlier than .....

The costs associated with this registration shall be paid by the Purchaser/Seller\*.

**Article 15 Identification of the parties**

The Seller and the Purchaser agree that if one of the parties so requests, the other party shall identify himself to the requesting party by producing valid evidence of identity.

**Article 16 Resolutive conditions**

**16.1.** This contract may be dissolved by the Purchaser if, not later than:

- a. ...., no permission has been given by or on behalf of the municipal authority for the Purchaser to move into the real estate with his family unless a binding indication to do so has been issued by the competent authority;
- b. ...., the Purchaser has not received the mortgage finance or an offer of mortgage finance for the real estate of ....., (in words) ....., from a recognised money-lending institution, for an annual payment of not more than ....., (in words) ....., or an interest rate not above ....., for the following type of mortgage:
- c. ...., the Purchaser has not received a National Mortgage Guarantee corresponding to the mortgage loan applied for.

**16.2.** This contract may be dissolved by either of the parties if the Seller is not in a position, because of the Municipal Preferential Rights Act, to transfer the title to the real estate on the agreed date. The Seller is obliged to inform the Purchaser in writing as soon as it is clear to him (the Seller) that he will not be able to comply, or comply punctually, with his obligation to transfer because of the said Act.

Purchaser's initials:

Seller's initials:

**16.3.** The parties further undertake to do everything possible to obtain the above-mentioned permission and/or finance and/or National Mortgage Guarantee and/or consent(s) and/or other items.

The party who initiates dissolution shall require to ensure that the intimation of such dissolution is received by the other party or his real estate broker not later than ..... working days after the relevant date in the appropriate resolutive condition.

Such intimation must be well documented and sent by “recorded delivery letter with proof of signature” or “telefax communication with confirmation of sending”. From that point, both parties will be released from this contract. Any payments already made by the Purchaser shall subsequently be repaid.

Whoever holds such payments is hereby obliged, and so far as necessary, irrevocably authorised to effect the repayment.

### **Article 17 Cooling-off period**

A Purchaser who is a natural person and is not acting in a business or professional capacity has a cooling-off period within which to dissolve this contract. The cooling-off period lasts for three days and begins at 00.00 hours on the day following the day on which the (copy) deed signed by the parties is handed to the Purchaser.

If the cooling-off period ends on a Saturday, Sunday or publicly recognised holiday, it will be extended to the first subsequent day not being a Saturday, Sunday or publicly recognised holiday.

The cooling-off period shall be extended, if necessary, to the extent that it includes at least two days that are not a Saturday, Sunday or publicly recognised holiday.

### **Article 18 Written confirmation**

18.1. Obligations only arise under this contract if both parties have signed this Deed.

18.2. The first party to sign this contract shall be entitled to dissolve the contract if, not later than .... working days after he has signed the Deed, he has not received (a copy of) the Deed signed by both parties. This right shall lapse if, not later than the third working day after (a copy of) the Deed signed by both parties, that Deed is not put to use.

The Seller and Purchaser confirm that, prior to signing this deed, they have made themselves aware of the provisions as set forth in greater detail in the explanatory guide pertaining to this deed and that they have received such information and that the contents and consequences of this contract are sufficiently clear to them.

The Seller  
(and spouse/partner)

The Purchaser  
(and spouse/partner)

Seen by NVM member  
acting for Seller

Seen by NVM member  
acting for Purchaser

\*delete as applicable

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Purchaser's initials:

Seller's initials:



### Waarschuwing

Als gevolg van deze wijze van aanbieden kan de tekst van de akte zeer eenvoudig gewijzigd worden. Dat is een voordeel maar ook een nadeel. Het spreekt voor zich dat het handhaven van de aanduiding dat een akte conform het "NVM-model" is niet vrijblijvend geschiedt. Iemand die ten onrechte de indruk wekt dat een door hem gebruikte akte overeenkomstig een bepaald model is, kan daar aansprakelijk voor worden gesteld.

Het is dan ook van groot belang dat afwijkingen ten opzichte van de standaardtekst duidelijk als zodanig herkenbaar zijn. Dat kunt u bijvoorbeeld doen door:

1. alle toegevoegde tekst cursief, vet of in een duidelijk afwijkend lettertype te printen en weglatingen door te halen in plaats van te "deleten";
2. onder aan de tekst te vermelden hoe afwijkingen kenbaar zijn, bijvoorbeeld: "Al hetgeen is ingevuld, aangevuld of gewijzigd ten opzichte van de model-koopakte, is cursief geprint."

Met name bij collegiale transacties bespaart u uw collega's daarmee veel extra moeite. Dat neemt echter niet weg dat u ook bij collegiale transacties alert moet blijven op eventuele wijzigingen ten opzichte van de standaardtekst. Vanuit juridisch oogpunt bezien mag u er niet op blindvaren dat uw collega een en ander correct heeft uitgevoerd. U blijft, met name ten opzichte van uw opdrachtgevers, zelf verantwoordelijk voor (controle op) de inhoud van de betreffende akte.

N.B. Het gebruik van door of via de NVM beschikbaar gestelde aktes etc. geschiedt op vrijwillige basis en is geheel voor eigen risico. Iedere aansprakelijkheid van de NVM met betrekking tot het gebruik van door of via de NVM beschikbaar gestelde aktes etc. is uitgesloten.