

CHECKLIST
 FOR DRAFTING A REAL ESTATE PURCHASE AGREEMENT

In preparation for a purchase agreement for real estate, an apartment, or a heritable building right (*Erbbaurecht*), we provide the following information:

I.
Information about the seller

	Seller 1	Seller 2
Last name, maiden name:		
First name:		
Date of birth:		
Place of birth:		
Occupation/Profession:		
Address:		
Nationality/ies:		
Tax <u>identification</u> number - <i>SteuerID</i> (<u>not</u> income tax number):		
Phone number:		
Email address:		
Marital status: (single/married/in a civil partnership)		
Date of marriage		
Nationality as of date of marriage:		
Joint habitual residence during/after marriage		
Was a prenuptial agreement concluded? If so, what was agreed with regard to the matrimonial property regime?		
Copies of identity cards or passports		
Registration addresses and (if different) residential addresses of the parties involved (street, house number, postal code, city) – unless these are already apparent from the copies of identification documents provided.		

Is an investigation or criminal proceeding pending against a party to the contract pursuant to Section 261 of the Criminal Code (money laundering), or has a conviction been made within the last five years? Yes/No

If yes, against: _____

II.
Information about the buyer

	Buyer 1	Buyer 2
Name, maiden name:		
First name:		
Date of birth:		
Place of birth:		
Occupation/Profession:		
Address:		
Nationality/ies:		
Tax <u>identification</u> number - <i>SteuerID</i> (<u>not</u> income tax number):		
Phone number:		
Email address:		
Marital status: (single/married/in a civil partnership)		
Date of marriage		
Nationality as of date of marriage:		
Joint habitual residence during/after marriage		
Was a prenuptial agreement concluded? If so, what was agreed with regard to the matrimonial property regime?		
Copies of identity cards or passports		
Registration addresses and (if different) residential addresses of the parties involved (street, house number, postal code, city) – unless these are already apparent from the copies of identification documents provided.		
Purchasers acquire the following parts of the property:		

Are any investigations or criminal proceedings pending against any of the parties to the contract pursuant to Section 261 of the Criminal Code (money laundering), or has anyone been convicted of a crime within the last five years? Yes/No

If yes, against: _____

III.
Subject matter of the contract
(General information)

Local court (<i>Amtsgericht, Grundbuchamt</i>)	Land register of (<i>Grundbuch von</i>)	Page no. (<i>Blatt Nr.</i>)
Parcel (<i>Flur</i>)	Parcel Section (<i>Flurstück</i>)	Size (<i>in m²</i>)
Location (address):		

Owner (if not seller):		
Is the above property located on a public road? Yes/No		

Does the above property include other properties or shares in other properties?
(e.g., paths, garages, etc.)? Yes/No

If yes:

Local court (<i>Amtsgericht, Grundbuchamt</i>)	Land register of (<i>Grundbuch von</i>)	Page no. (<i>Blatt Nr.</i>)
Parcel (<i>Flur</i>)	Parcel Section (<i>Flurstück</i>)	Size (<i>in m²</i>)
Location (address):		

Is there a registered monument or fixed archaeological monument? Yes/No

If yes:

Monument list no. / Entry from	
On which parts of the building?	
Which archaeological monument	

Energy performance certificate? Yes/No

If yes please enclose **a copy**

Movable items sold with the property

Is movable inventory also being sold? Yes/No

If yes, which ones?

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Photovoltaic system

Is a photovoltaic system also being sold? yes/no

If yes, please provide the following information about the photovoltaic system:

Feed-in contract no.	Grid operator	Is sales tax payable on the photovoltaic system included in the sale? Yes/No
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Lease

Is there a lease agreement? Yes/No

If yes:

Since when has the lease existed? (Note: a tenant's right of first refusal exists upon conclusion of the first purchase agreement after division into condominiums if the lease was established before the division).	Is the buyer taking over the lease? Yes/No

Is the subject matter of the contract held in trust?

Yes/No

If yes, for what purpose?

Seller
Buyer

Seller:

Is the property resold within three years of acquisition by the seller?

Yes/No

If yes, what was the purchase price at that time?

EUR

IV.**Further details on the subject matter of the contract****Only for condominiums or partial ownership:**

Apartment ownership no.	
Partial ownership (e.g., parking space) no.	

Does the purchase include special rights of use (e.g., to a garden/terrace/parking space, etc.)? Yes/No If yes, which ones?	Who is the administrator of the condominium or partial ownership? (exact company name and address):	Monthly maintenance fees Euro	Declaration of division dated URNo. ??/?? of the notary ?? (please also list any subsequent changes)	Was a copy of the declaration of division (and the deeds of amendment) handed over to the buyer? Yes/No

**Only for hereditary building rights
(Erbbaurechte):**

Establishment of the heritable building right by deed	Who is the property owner?	How much is the current ground rent?	Is it necessary to amend the leasehold agreement to adjust the ground rent? (yes/no)
URNo. ??/?? of the notary ??			

V.

Purchase price and terms of payment

(Total) amount (including purchase price portion for movable inventory/photovoltaic system sold with the property)	What is the purchase price portion attributable to any movable items sold with the property?	What is the purchase price portion attributable to any photovoltaic system sold with the property?	Bank details of the seller:
Euro	Euro	Euro	IBAN DE at (bank) BIC

Sales tax (Umsatzsteuer)

Is sales tax applicable to the purchase price? (yes/no)	
If sales tax is applicable:	Please consult your tax advisor regarding the tax clause.

Due date of the purchase price

When should the purchase price be paid? (taking into account the desired transfer of ownership)	
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Down payment

Should a portion of the purchase price be paid before notarization? Yes/No	If yes, in the amount of
	EUR

Redemption or payment to third parties

Should the purchase price be paid in full or in part to the following third parties? Yes/No

If yes:

For the repayment of claims to creditors entered in the land register (banks/insurance companies, etc.)	to persons not entered in the land register
Yes/No (Please provide the address of the creditors along with the contact person and reference number/file number/account number)	Yes/No If yes, to whom? (Name/address/account number)

VI.

Purchase price financing**Bank loans**

Is the purchase price financed by a bank loan? Yes/No	Is a registered land charge or mortgage taken over by the buyer to secure their loan? Yes/No
If yes, for what amount?	
Note: If a land charge (<i>Grundschuld</i>) is to be created, please arrange for the financing creditor to instruct the notarization order in good time before the notarization date. The land charge instruction should be received here no later than the day before the notarization of the purchase agreement so that the corresponding deed can be prepared.	

Private loan

Yes/No .	
If yes, in what amount?	EUR
Who is the lender? (Name, address, relationship to the lender)	

Equity

Yes/No .	
If yes, how much?	EUR
(please provide proof of equity capital, e.g., confirmation from the account-holding bank or bank statement)	

**VII.
Transfer of ownership**

When should ownership, benefits, and encumbrances be transferred to the buyer? (Date)	Does the subject matter of the contract still need to be vacated? Yes/No	Should the seller be granted a temporary right of use beyond the transfer of ownership? Yes/No	Details of the seller's right of use: Duration? Usage fee?

**VIII.
Involvement of a broker / broker commission**

Is a broker involved in the conclusion of the contract? If so, please provide their name/company:	Is a brokerage commission payable? Yes/No	Who pays the brokerage commission? (seller/buyer)?	Amount of the brokerage commission: Amount or percentage of the purchase price

**IX.
Special agreements**

(Please note any special agreements here, e.g., regarding any existing defects, recent extensive renovation work, resale of a property recently acquired from the developer)

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The notaries Dr. Georg Wochner & Dr. Jens Fleischhauer in Cologne are commissioned to draft a purchase agreement based on the above information. The client is aware that the costs of the draft must be borne by her/him. This also applies if the agreement is not notarized.

(Place, date)	(Signature(s) of client)
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Please understand that we can only prepare the draft and reserve notarization appointments once we have received all of the above information and documents in full. Please do not hesitate to contact us if you have any questions.