



PRELIMINARY PURCHASE AGREEMENT

(Residential Property – including optional Apartment / HOA clauses)
Flex Estate Model Contract – 2025

Article 1 – Parties

Seller

Name:
Address:
Postal code & City:
Email:
Phone number:

Buyer

Name:
Address:
Postal code & City:
Email:
Phone number:

Seller and Buyer are hereinafter referred to individually as a **“Party”** and collectively as the **“Parties.”**

Initials buyer: _____

| Initials seller: _____

Article 2 – Description of the Property

1. Seller sells and Buyer purchases the following registered property:

Address:

Postal code & City:

2. The sale includes:

- the residential property with all associated physical components;
- the land, leasehold rights, or apartment rights (delete where not

applicable);

- all fixtures and fittings that legally form part of the property;
- the items listed in the **List of Movable Items**, attached as Appendix 1.

3. **If the property concerns an apartment (apartment right):**

- Buyer also acquires the undivided share in the owners’ association

(HOA / VvE);

- Buyer obtains the right to use the common areas and facilities;
- The applicable division deed, regulations, bylaws, and HOA documents

form part of this agreement.

Article 3 – Purchase Price

1. The purchase price amounts to:

€ **(in words: euro).**

2. The purchase price shall be paid by Buyer to the notary no later than the day of transfer as set out in Article 8.

Article 4 – Deposit / Security

1. Buyer shall provide security equal to **10% of the purchase price** no later than

..... **days after expiry of the resolutive conditions.**

2. This security will be provided in the form of:

- a deposit transferred to the notary’s escrow account; or
- a bank guarantee issued by a Dutch financial institution.

3. Failure by Buyer to provide security on time entitles Seller to dissolve the agreement.

Initials buyer: _____

| Initials seller: _____

Article 5 – Transfer Date

1. Legal transfer shall take place on:
..... / / 20.....

or on another date mutually agreed in writing by the Parties.

2. Transfer shall occur before the notary designated by the Buyer:
.....

3. If Buyer fails to designate a notary at least 5 days prior to the transfer date, Seller may choose the notary.

Article 6 – Condition of the Property / Non-Conformity

1. The property shall be delivered in the condition it is in at the time of signing this agreement (“as-is,” subject to disclosures).

2. Seller warrants that the property:
• has the characteristics required for normal residential use;
• is free from mortgages, liens, attachments, and third-party rights (unless expressly agreed);

• is not subject to tenancies, occupancy rights, or other informal agreements, unless disclosed.

3. Seller has disclosed all known defects, conditions, or relevant circumstances to Buyer.

4. Buyer has viewed and inspected the property and is aware of their own duty to investigate. A **structural inspection** may form part of the resolute conditions (see Article 12).

Article 7 – Physical Handover, Keys, and Risk

1. Physical delivery (key handover) shall occur immediately after execution of the transfer deed before the notary.

2. Risk transfers to Buyer at the moment the transfer deed is executed.

3. On the day of transfer, Parties shall perform a **final inspection**. Any damage or deviations must be recorded immediately.

Initials buyer: _____

| Initials seller: _____

Article 8 – Notarial Transfer

1. The notarial deed of transfer shall be executed in accordance with the provisions of this agreement.
2. Costs of the legal transfer shall be borne by:
 - Buyer (standard in the Netherlands – “kosten koper”),
 - Seller,
 - Other:
3. The notary is responsible for all financial settlements, including redemption of mortgages, payment of purchase price, and registration at the Land Registry.

Article 9 – Homeowners’ Association (HOA / VvE)

(Applicable only if the property is an apartment)

1. Seller guarantees that:
 - there are no overdue contributions or unpaid HOA fees;
 - there are no imposed penalties or special assessments, unless disclosed;
 - there are no pending legal procedures or major planned renovations, unless disclosed.
2. Seller shall provide Buyer with the following HOA documents no later than the transfer date:
 - latest financial statements;
 - annual budget;
 - multi-year maintenance plan (MJOP);
 - minutes of the last two general meetings;
 - division deed and bylaws.

Article 10 – Easements and Special Conditions

1. Buyer accepts existing public and private encumbrances, restrictions, or easements (“erfdienstbaarheden”), provided these have been disclosed.
2. Seller shall provide Buyer with all relevant documents concerning:
 - easements,
 - qualitative obligations,
 - leasehold terms,
 - municipal restrictions,
 - zoning plans.

Initials buyer: _____

| Initials seller: _____

Article 11 – Energy Performance & Documentation

1. Seller shall provide prior to transfer:
 - a valid **Energy Label**;
 - operating manuals of installations;
 - all documents listed in Appendix 2.
2. Any fines imposed for not providing an energy label shall be borne solely by Seller.

Article 12 – Resolutive Conditions (Ontbindende Voorwaarden)

The Buyer may dissolve this agreement without liability if any of the following conditions are met:

a) Financing Condition

Buyer fails to obtain a binding mortgage offer for an amount of €
on or before / / 20.....

b) Structural Inspection Condition

If the structural inspection report shows that immediate repair costs exceed €
.....

c) Additional Due Diligence Condition

(e.g., soil report, HOA documentation, zoning check)

Buyer may dissolve the agreement if relevant documents or findings are unfavorable.

Dissolution must be made in writing and substantiated with documentation (e.g., bank rejection, inspection report).

Initials buyer: _____

| Initials seller: _____

Article 13 – Statutory Cooling-Off Period

1. Buyer has a legal **three-day cooling-off period**, starting the day after Buyer receives a copy of the signed agreement.
2. Buyer may withdraw from the agreement during this period without giving any reason.

Article 14 – Penalty Clause

If Buyer fails to fulfill obligations after expiry of the resolutive conditions, Buyer shall owe Seller a penalty equal to **10% of the purchase price**, without prejudice to the right to additional damages.

Article 15 – Duty to Disclose and Duty to Investigate

1. Seller has fulfilled the legal duty to disclose all known defects and relevant information.
2. Buyer acknowledges the legal duty to investigate the condition of the property.

Article 16 – Miscellaneous

1. Amendments are valid only if agreed in writing and signed by both Parties.
2. Dutch law applies exclusively.
3. Any disputes shall be submitted to the competent Dutch court, unless Parties agree to mediation or arbitration.

Article 17 – Appendices (Integral Part of the Agreement)

1. List of Movable Items (Lijst van Zaken)
2. Floor plans
3. Energy Label
4. Structural inspection report
5. HOA documents (if applicable)
6. Additional agreed conditions or schedules

Initials buyer: _____

| Initials seller: _____

Signatures

Executed in duplicate:

Seller

Name:

Place:

Date: / / 20.....

Signature: _____

Buyer

Name:

Place:

Date: / / 20.....

Signature: _____