



Checklist for a draft to a land purchase contract

In order for us to be able to provide you with a draft contract that is as accurate as possible, we require various details and documents from you. We would be grateful if you would fill in the following form as completely as possible and send it to us. If you have any questions, please do not hesitate to contact us.

1) Seller(s)

In case of sale of the joint property, the information of the spouse is also required. The data must match those in the identity card or passport.

1.1. For natural persons

Seller	Spouse or other co-owner(s)
First name(s):	First name(s):
Name:	Name:
Date of birth:	Date of birth:
Civil/martial status:	Civil/martial status:
Home town(s)/country of origin:	Home town(s)/country of origin:
Residence address and place:	Residence address and place:
Phone number/mobile:	Phone number/mobile:
E-mail address:	E-mail address:
Previous ownership: <input type="checkbox"/> Sole ownership <input type="checkbox"/> Co-ownership, Quota: <input type="checkbox"/> Joint ownership (e.g. Simple company)	Previous ownership: <input type="checkbox"/> Co-ownership, Quota: <input type="checkbox"/> Joint ownership (e.g. Simple company)

1.2 For companies

Company name and registered office:.....

2) Buyer(s)

In case of sale of the joint property, the information of the spouse is also required. The data must match those in the identity card.

2.1. For natural persons

Buyer	Spouse or other co-buyer(s)
First name(s):	First name(s):
Name:	Name:
Date of birth:	Date of birth:
Civil/martial status:	Civil/martial status:
Home town(s)/country of origin:	Home town(s)/country of origin:
Residence address and place:	Residence address and place:
Phone number/mobile:	Phone number/mobile:
E-mail address:	E-mail address:
Desired Ownership: <input type="checkbox"/> Sole ownership <input type="checkbox"/> Co-ownership, Quota: <input type="checkbox"/> Joint ownership (e.g. Simple company)	Desired Ownership: <input type="checkbox"/> Co-ownership, Quota: <input type="checkbox"/> Joint ownership (e.g. Simple company)

2.2 For companies

Company name and registered office:.....

3) Representation

If you wish to be represented by a person for the sales transaction and/or legal matters (e.g. signing the contract), we will prepare a corresponding power of attorney.

Details of the representative(s):

[first name(s), last name, date of birth, marital status, hometown, residential address and place, e-mail address, proof of "AHV" no., party represented].

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.....

The purchaser or the seller wishes to be represented by an employee of the notary's office.

4) Object(s) of purchase

Parcel/Property Number:

Municipality/Township:

Address:

5) Financial contract terms

5.1 Purchase price

Contract object 1: CHF

Contract object 2: CHF

5.2 Payment terms

Advance payment of CHF CHF

on [date]:

to [IBAN-Account-No., Bankinstitute, Account-Owner]:

.....
.....
.....

Payment of CHF

on [date]:

to [IBAN-Account-No., Bankinstitute, Account-Owner]:

.....
.....
.....

Payment of CHF
on [date]:
to [IBAN-Account-No., Bankinstitute, Account-Owner]:
.....
.....
.....

Payment of CHF
on [date]:
to [IBAN-Account-No., Bankinstitute, Account-Owner]:
.....
.....
.....

In order to secure the property transfer tax, property gains tax and any other taxes, one part of the purchase price is usually transferred directly to the Cantonal Tax Administration. The amount is clarified in advance by the notary's office. For this we need the following information:

PID number of the seller: (can be seen on the tax invoice)

5.3 Existing and new pledges in the land register ("Pfandrechte")

If there are mortgages on the property (e.g. mortgage notes, mortgage bonds, etc.), the contract must specify how these are to be dealt with.

A debt assumption takes place. This means that the purchaser assumes the debt (mortgage) at the existing conditions.
Amount, term, interest rate:
Bankinstitut:
Contact person and contact details:
.....

The mortgage is repaid when the purchase price is paid, and the unsecured promissory notes ("Schuldbriefe") are transferred to the purchaser or handed over to the new financing bank.

The promissory notes/securities are to be additionally converted or increased. In this case, we ask the purchaser to send us a separate order with further information (amount, banking institution, contact person and contact details).

5.4 Proof of financing, "unwiderruffliches Zahlungsversprechen"

As a rule, the buyer submits a letter from a Swiss banking institution to the seller, which shows that the bank irrevocably confirms ("unwiderruffliches Zahlungsversprechen") the financing of the purchase price to the buyer.

- The purchaser shall inform the financing bank accordingly and provide it with the contact details of the notary's office for any questions (cf. Section 5.3 above).

Note: Before a notarization date can be arranged with the notary's office, the irrevocable promise ("unwiderruffliches Zahlungsversprechen") to pay must be available.

6) Further contractual provisions

6.1 Transfer of possession/transfer date (transfer of benefit and risk)

- Date of registration in land register Other date:

6.2 Breakdown of current costs

Property taxes, supply and disposal fees, water/wastewater contributions, heating and ancillary cost billing, etc.

- per transfer date (cf. Section 6.1.) Other date:

6.3 Safety certificate electrical installations ("NIV")

According to the federal law, an inspection of the electrical installations in the house must be carried out every time the property is transferred, unless there is a safety certificate that is no more than 5 years old.

- Last safety certificate from [date]:

6.4 Furniture

- The object is handed over free of furniture.
 The parties will regulate the whereabouts of the existing furniture outside the purchase contract.

6.5 Management of the condominium community

In the case of condominiums, the name and address of the management:

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6.6 Are there any rental/lease relationships?

- Yes No

If yes, please provide tenant contact information, security deposit account, etc:

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6.7 Fees and costs of the contract

Invoices from notary's office and land registry

A price list for the most common notarial transactions according to the cantonal ordinance on notarization fees of March 15, 2012 (GDB 210.32) can be found on our website and in the land register fee tariff (GDB 213.61).

These pay the buyer and the seller

half each

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Taxes (real estate transfer/property gains tax)

According to legal regulations, the transfer of ownership tax is paid in equal parts, but the real estate gains tax is paid by the seller alone (Art. 148 et seq. and 158 et seq. of the Obwalden Tax Act).

The parties agree on these costs:

to be divided according to the mentioned regulation

other distribution

7) Attachments

For all natural persons (as a contracting party or representative of such):

Copy of ID (incl. reverse side) or passport

Copy of a Swiss "AHV"-card or swiss health insurance card

Others, if available:

"Reservation agreement"

current excerpt from the land register

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If you would like to regulate further aspects in the purchase contract (e.g. pre/purchase rights, usufruct, etc.), please inform us of these by telephone or e-mail.

The signing person hereby instructs the Notary's Office to prepare a corresponding draft contract.

Place, date

Signature

.....

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Notice

If for any reason the signing (end of the notarization process) does not take place, the client must pay a compensation in accordance with art. 3 para. 4 of the cantonal ordinance on notarization fees (GDB 210.32). This amount will be charged at CHF 250.00 per hour.