

OFFER TO PURCHASE

The undersigned:

1. *Identity (full name, domicile, email address, telephone number)*
2. *Identity (full name, domicile, email address, telephone number)*

Hereinafter referred to as “the purchaser”, even if several individuals are involved,

Hereby makes an offer to acquire your property:

Description of the property

Full address of the property + floor if apartment + any cellar and garage if applicable

Proposed price

At the price of: *(in words and figures)*

Conditions

This offer is made subject to the following conditions, which must be included in the preliminary sales agreement (compromis):

1. Guarantee:

The purchaser shall pay a guarantee equal to (minimum 5% – maximum 10%) of the price as a deposit into the account of their notary.

2. Costs

The purchaser shall bear the costs relating to the deeds of sale and mortgage loan. The seller shall bear the costs of issuing documents and estate agency fees.

3. Occupancy

(if the property is vacant) Ownership and possession shall be transferred at the time of signing the deed. The property shall be delivered vacant, clean, and free of all furniture from that same day.

(if the property is rented) The property is occupied by a tenant. Ownership and possession (by way of rent collection) shall be transferred at the time of signing the deed. The seller undertakes to provide a copy of the lease, the check-in inventory, and the rental guarantee before signing the preliminary sales agreement.

(if the seller remains in occupation) Ownership shall be transferred at the signing of the deed and possession shall be transferred no later than *(to be agreed with the seller)*; on that date, the property shall be delivered vacant, clean, and free of all furniture.

If the seller remains in occupation for more than one month, they shall pay a daily/weekly/monthly rent in the amount of *(to be agreed with the seller)*.

4. Mortgage-Free

The property is sold free of debt, guarantee, reservation of ownership, mortgage, or privilege.

5. Town planning

- a. Absence of any planning infringement, in particular with regard to the standard planning information provided by the municipality and to the seller's knowledge;
- b. Absence of irregularity or suspected irregularity due to any discrepancy between the current state of the property and the approved planning permits and related plans in force;
- c. Absence of any finding that the property is inadequate, uninhabitable, vacant, or abandoned.
- d. Absence of any entry in the repair register.

6. Preemption Rights

The sale shall be subject to the suspensive condition that no legal or contractual pre-emption rights are exercised.

1. Various Defects (latent defects, special conditions, pollution)

- a. To the seller's knowledge, there are no latent (non-visible) defects, *serpula lacrymans*, asbestos, or wood-destroying insects;

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- b. Absence of any easement or special condition in the title deed likely to reduce the value or enjoyment of the property;
- c. To the seller's knowledge, the property is not subject to soil pollution, nor have any polluting activities been carried out on the premises, as confirmed in the document issued by OVAM.

2. Various Documents

All necessary administrative documents must be obtained prior to signing the preliminary sales agreement, depending on the nature of the property (see annexed list below).

3. Other Essential Conditions

Any statement or undertaking by the seller such as: the electrical installation must be brought into conformity, certain works must be carried out, any additional price for furniture/solar panels/charging station, etc.

Any conditions which are essential in your view, without which you would not proceed with the purchase.

4. Condition precedent

Obtaining a loan for a maximum amount of _____ at normal market rates, within a period of _____ weeks (*between 4 and 8 weeks*) from the signing of the preliminary sales agreement.

In case of refusal by the bank, the purchaser must notify such refusal by the above date to their notary by email and to the seller either directly or via the estate agent.

Failure to provide this information within the set deadline will be deemed confirmation that financing has been obtained, and the purchaser will be definitively bound by the sale.

This suspensive condition may be extended with the agreement of all parties.

Validity

This offer is valid until (*date, time – maximum 2 days*)

Notary Details

The purchaser chooses the notary office Notalex, à 1050 Ixelles/Elsene, Avenue de la Couronne 145 F Kroonlaan – info@notalex.be – 02/627.46.00

The seller chooses the notary office of :

Done at

On

Signature of the purchaser

Done at

On

Signature of the seller

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Annexe :

List of documents received prior to the offer:	Received
Property title (deed)	
Tenancy agreement, description of the premises, certificate of deposit (tenancy guarantee)	
Collective insurance (if apartment)	
Ten-year liability insurance certificate	
Basic act/rules of co-ownership + amendments + annexes	
Information from the trustee (syndic) like last minutes of general meeting, working/reserve capital, ...	
Plans of the property	
Urban development permit	
Subdivision/allotment permit (+ possibly deed of division)	
Environmental permit	
Documents relating to advertising panels or signs	
Documents relating to solar panels (electrical certificate, contract, green certificates, etc.)	
Copy of the post-intervention file (Inventory and description of all works performed since 1 May 2001 (security purposes): offers, invoices, specifications, photographs, etc)	
Certificate of electrical inspection	
EPB	
Town planning information	
Flood zone maps	
Information relating to heritage protection	
Information relating to inadequacy, uninhabitability, vacancy, or abandonment	
Documents relating to the oil tank (removal, neutralisation, certificate of conformity)	
Information regarding preemption rights	
Soil attestation (OVAM)	
Information relating to forests and nature (protected zones, management plan)	
Information from the repair register	
Asbestos certificate	