

# QUESTIONNAIRE

## FOR THE PREPARATION OF A PURCHASE CONTRACT

For the optimal preparation of your real estate purchase, we will need some information in advance. Please send us the completed form by e-mail (info@cronbloch.ch) or by post (Cron Bloch Notariat + Advokatur, Hauptstrasse 68, 4132 Muttenz).

1. Sellers

	Seller 1	Seller 2
Surname(s)	_____	_____
First name(s)	_____	_____
Date of birth	_____	_____
Nationality	_____	_____
Place of birth	_____	_____
Marital status	_____	_____
Matrimonial property regime (current)	<input type="checkbox"/> Participation in achievements	<input type="checkbox"/> Participation in achievements
	<input type="checkbox"/> Community of property (marriage contract)	<input type="checkbox"/> Community of property (marriage contract)
	<input type="checkbox"/> Separation of property (marriage contract, judgment)	<input type="checkbox"/> Separation of property (marriage contract, judgment)
Address (current)	_____ _____	_____ _____
Address (after transfer)	_____ _____	_____ _____
Phone-No.	_____	_____

Email	_____	_____
AHV No.	_____	_____
Will you be resident abroad at the time of the transfer of ownership?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will a new owner-occupied residential property be acquired?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>Seller (legal entity)</b>	
Company	_____
Domicile	_____
Represented by	
Name	_____
Place of Birth	_____
Address	_____ _____
Phone-No.	_____
Email	_____

## 2. Purchasers

	Purchaser 1	Purchaser 2
Surname(s)	_____	_____
First name(s)	_____	_____
Date of birth	_____	_____
Nationality	_____	_____
Place of birth	_____	_____
Residence permit	___ B ___ C ___ G	___ B ___ C ___ G
Marital status	_____	_____
Matrimonial property regime (current)	___ Participation in achievements	___ Participation in achievements
	___ Community of property (marriage contract)	___ Community of property (marriage contract)
	___ Separation of property (marriage contract, judgment)	___ Separation of property (marriage contract, judgment)
Address	_____ _____	_____ _____
Phone-No.	_____	_____
Email	_____	_____
AHV No.	_____	_____
Type of ownership	___ Sole ownership	___ Joint ownership

In the case of joint ownership:	Purchaser 1 Quota: _____
	Purchaser 2 Quota: _____

Purchaser (legal entity)	
Company	_____
Domicile	_____
Represented by	
Names	_____
Place of birth	_____
Address	_____ _____
Phone-No.	_____
Email	_____

### 3. Purchase object (property plot/s)

Municipality	_____
Plot no.	_____
Address	_____

Family apartment of the Sellers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Property is rented?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	if yes, tenancy(s)	
	<input type="checkbox"/> will be transferred	
	<input type="checkbox"/> will be partially transferred	
	<input type="checkbox"/> will not be transferred	
Notes on tenancies / use (terminations, litigation)	_____	
	_____	
	_____	
Buyers will occupy the property themselves?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Further remarks	_____	
	_____	

#### 4. Purchase price and redemption

Purchase price (information per plot)		
Plot No.	_____	CHF _____
Plot No.	_____	CHF _____
Plot No.	_____	CHF _____



## Other provisions

Irrevocable promise of payment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Madate as Paying Agent and Trustee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## 5. Further contractual provisions

Accession date (transfer of benefit and risk)	_____	
Transfer of ownership	_____	
Warranty	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Special warranty provisions	_____	
	_____	
	_____	

## Fees, costs and taxes

Notary's fees	<input type="checkbox"/> Half	<input type="checkbox"/> Sellers	<input type="checkbox"/> Purchasers
Land registry fees	<input type="checkbox"/> Half	<input type="checkbox"/> Sellers	<input type="checkbox"/> Purchasers
Costs of paying agent and trustee	<input type="checkbox"/> Half	<input type="checkbox"/> Sellers	<input type="checkbox"/> Purchasers
Real estate transfer taxes	<input type="checkbox"/> Half	<input type="checkbox"/> Sellers	<input type="checkbox"/> Purchasers

## 6. Enclosures to be submitted

	Copy of identification (ID / passport)
	Copy of foreigner's residence card
	Copy of marriage contract (if not matrimonial property regime of participation in achievements)

## 7. Remarks

Additional information about buying a property  
(e.g.: executor of a will, assistance, etc.)

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The applicants acknowledge that the notary's office will draw up the purchase contract on the basis of this registration. The registrants bear the costs for this regardless of the conclusion of the contract in solidarity.

	Sellers	Purchasers
Place, Date	<hr/>	<hr/>
Signature	<hr/>	<hr/>
	<hr/>	<hr/>
	<hr/>	<hr/>

## APPENDIX

### TO QUESTIONNAIRE FOR THE PREPARATION OF A PURCHASE CONTRACT

<p><b>Matrimonial property regime</b></p>	<p>Even if a married seller is registered as the sole owner in the land register, the consent of the spouse to the purchase contract may be required. This is the case if the spouses have agreed on the matrimonial property regime of community of property in a marriage contract.</p> <p>Spouses who have not concluded a marriage contract are regularly subject to the matrimonial property regime of participation in achievements. If you have concluded a marriage contract, please send a copy to the notary's office.</p>
<p><b>Family apartment</b></p>	<p>The sale of the family home requires the consent of the spouse (Art. 169 para. 1 ZGB) or the registered partner (Art. 14 para. 1 PartG).</p>
<p><b>Mortgage, issuance, proof of financing, promise of payment, advance withdrawal</b></p>	<p>To ensure that the purchase price payments run smoothly, contact the concerning financial institutions at an early stage.</p> <p>Please note that the financing institutions (bank, pension funds, etc.) need a few days / weeks for the issuance of a payment promise or for an early withdrawal from the pension fund.</p> <p>The timely termination of any existing mortgages in order to avoid contractual penalties is the responsibility of the seller.</p>
<p><b>Real estate taxes</b></p>	<p>The property is liable for the real estate tax. This means that in the absence of a solvent seller, the respective new property owner must pay the tax claim. The real estate gains tax is usually ensured, especially because it can be high amounts. The real estate gains tax is borne by the seller.</p> <p>In order to ensure the payment of the real estate tax, it is possible to use a paying and fiduciary office. Regarding the rates, please feel free to contact us.</p>