

Clauses Repository

CROBECO II

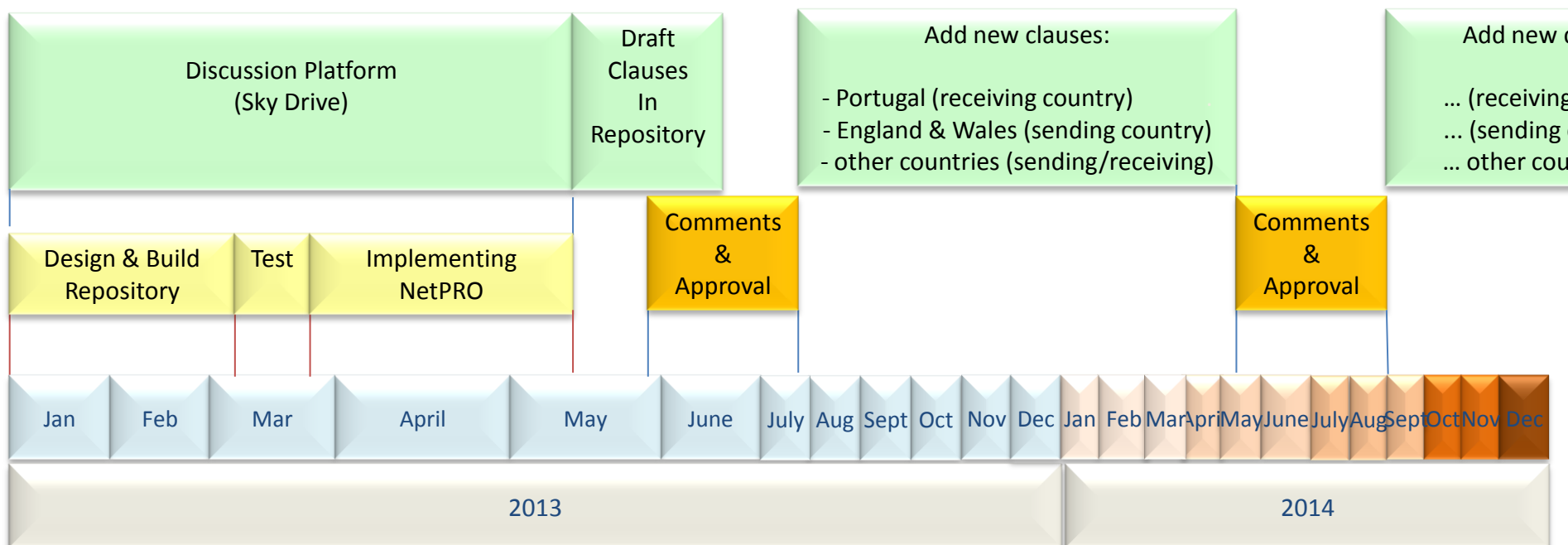
Opening Conference – Lisbon, 22nd May 2013



Jacques.vos@kadaster.nl



Discussion Platform/ Repository





CROBECO Repository of clauses

Clauses selection

Document type:	<input type="text" value="Contract of sale"/>
Country of sender:	<input type="text" value="United Kingdom"/>
Country of receiver:	<input type="text" value="Spain"/>

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Clauses selection

Document type:

Country of sender:

Country of receiver:

Contract of sale
Mortgage deed
Certificate of succession
Spain

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Clauses selection

Document type:	<input type="text" value="Contract of sale"/>	▼
Country of sender:	<input type="text" value="Netherlands"/>	▼
Country of receiver:	<input type="text" value="Spain"/>	▼

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Document type: Contract of sale; Sending country: **Netherlands**; Receiving country: **Spain**.

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Show status

WARNING: The text of some of the clauses is not yet finalized. Please check the status for details.

- Below clauses are shown that are required for the receiving country (Spain) or applicable for the sending country (Netherlands) for the deed type "Contract of sale".
- Clauses that are required for the receiving country are displayed in bold, clauses that are applicable for the sending country are displayed in normal font.
- You can inspect the clause text of the receiving country, the guidelines, adaptations and translations of the sending country by clicking on a clause title.

▸ **[INFORMATION ABOUT THE NOTARY]**

▸ **[SELLER, BUYER (NATURAL PERSON)]**

▸ **[SELLER, BUYER (CORPORATE BODY)]**

▸ **[POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]**

▸ **[PLOT IDENTIFICATION]**

▸ **[TITLE NON REGISTERED PLOT]**

▸ **[FREEDOM OF CHARGES]**

▸ **[CONTRACT OF SALE]**

▸ **[FAMILY RESIDENCE]**

▸ **[LOCATIONAL DEMANDS]**

▸ **[PURCHASE AMOUNT]**

▸ **[KNOWLEDGE NOTARY]**

▸ **[CHECKS BY NOTARY]**

▸ **[NOTARIAL AND JURIDICAL CAPABILITY]**

▸ **[INFORMING OF THE PARTIES]**

▸ **[REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]**

▸ **[ACCEPTING STATEMENT]**



JUST/2011/JCIV/AG/3332

CROBECO Repository of clauses

Document type: Contract of sale; Sending country: Netherlands; Receiving country: Spain.

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Show status

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▼ [INFORMATION ABOUT THE NOTARY]

Show clause history (new window)

Guideline

NOTARY'S NAME, PLACE WHERE THE DEED IS SIGNED WITH NOTARY'S COMPETENCE, DATE AND IF POSSIBLE NUMBER THAT IDENTIFIES THE DOCUMENT IN ITS ARCHIVE.

Clause text receiving country

CONTRACT

FILE NUMBER:.....

ON, 20.., BEFORE ME, MR....., CIVIL LAW NOTARY ATAPPEARED:

Adaptations

none

Translation

«No translation available»

► [SELLER, BUYER (NATURAL PERSON)]

► [SELLER, BUYER (CORPORATE BODY)]

► [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

► [PLOT IDENTIFICATION]

► [TITLE NON REGISTERED PLOT]

► [FREEDOM OF CHARGES]

► [CONTRACT OF SALE]

► [FAMILY RESIDENCE]



JUST/2011/JCIV/AG/3332

Clause history

Document: Contract of sale, sending: **Netherlands**, receiving: **Spain**.

Clause: **[INFORMATION ABOUT THE NOTARY]**

- This overview shows all last finalized revisions of the clause.
- Only the last finalized revision on the same day is shown.
- When work in progress, the row is highlighted.

<i>Title</i>	<i>Text required by receiving country</i>	<i>Guideline</i>	<i>Adaptations by sending country</i>	<i>Info</i>
[INFORMATION ABOUT THE NOTARY]	CONTRACTFILE NUMBER:.....ON, 20.. , BEFORE ME, MR....., CIVIL LAW NOTARY ATAPPEARED:	NOTARY'S NAME, PLACE WHERE THE DEED IS SIGNED WITH NOTARY'S COMPETENCE, DATE AND IF POSSIBLE NUMBER THAT IDENTIFIES THE DOCUMENT IN ITS ARCHIVE.	none	Sending; May 16, 2013 Receiving; May 17, 2013 Rev: 28 by admin
(idem)	EXAMPLE CONTRACTFILE NUMBER:.....ON, 20.. , BEFORE ME, MR....., NOTARY PUBLIC ATAPPEARED:	NOTARY'S NAME, PLACE WHERE THE DEED IS SIGNED WITH NOTARY'S COMPETENCE, DATE AND IF POSSIBLE NUMBER THAT IDENTIFIES THE DOCUMENT IN ITS ARCHIVE.	(idem)	Sending; May 16, 2013 Receiving; May 16, 2013 Rev: 11 by admin
[Clause 1]		(idem)	fill in details	Sending; Jan 01, 2025 Receiving; Jan 01, 2025 Rev: 1 by admin



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▶ [INFORMATION ABOUT THE NOTARY]

▶ [SELLER, BUYER (NATURAL PERSON)]

▶ [SELLER, BUYER (CORPORATE BODY)]

▼ [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

[Show clause history \(new window\)](#)**Guideline**

BOTH FOR NATURAL PERSON AND CORPORATE BODY, A POWER OF ATTORNEY HAS TO BE NOTARIZED. AN AUTHENTIC COPY OF THE DEED THAT PROVIDED THE ATTORNEY MUST BE PRESENTED TO THE CIVIL-LAW NOTARY. AN EMPLOYEE OF THE CIVIL-LAW NOTARY CANNOT BE DESIGNATED IN THE POWER OF ATTORNEY, DUE TO A POSSIBLE CONFLICT OF INTERESTS. PARTIES HAVE TO DECLARE THAT THE POWER TO ACT ON BEHALF OF SOME ONE ELSE IS VALID AND IN FORCE. REPRESENTATIVE ALSO NEEDED TAX IDENTIFICATION NUMBER. APART FROM NOTARY'S JUDGMENT ABOUT CAPACITY OF PARTIES, THE REGISTRAR SCRUTINIZES THE LEGAL REPRESENTATION CONCERNING MINORS AND DISABLES. IN CASE OF VOLUNTARY ATTORNEY (NEGOTIORUM GESTOR) THE REASONS FOR VOLUNTARY REPRESENTATION, HAVE TO BE ADDED TO THE DEED AND NOTARY MUST STATE THAT THERE IS NOTHING (INCLUDING CONFLICT OF INTEREST OR SELF-DEALING) THAT MAY DISTURB REPRESENTATIVE'S CAPACITY".

Clause text receiving country

MR. *, ACTING FOR AND ON BEHALF OF MR.** (STATES HIS FULL PERSONAL DATA, AS IF HE HAD APPEARED, INCLUDING SPANISH NIE NUMBER) //// OR ON BEHALF OF THE LIMITED LIABILITY COMPANY XXXXXXX, (STATES HIS FULL PERSONAL DATA INCLUDING ITS ADDRESS, ITS TRADE REGISTRY REPORT, ITS TRADE OR TAX NATIONAL IDENTIFICATION NUMBER AND ITS SPANISH NIE NUMBER).

HE/SHE PROVES HIS/HER REPRESENTATION BY MEANS OF POWER OF ATTORNEY GRANTED ON * BY *, A NOTARY PUBLIC, OF WHICH HE SHOWS ME AN AUTHORIZED COPY, AND I THEREBY CONFIRMS THAT IT GRANTS POWERS TO AND WHICH I, THE NOTARY, UNDER MY RESPONSIBILITY CONSIDERED TO BE SUFFICIENT TO GRANT THIS PURCHASE DEED AND ALL THE COVENANTS INCLUDED WITHIN IT.

Adaptations

«No adaptations available»

Translation

«No translation available»

▶ [PLOT IDENTIFICATION]

▶ [TITLE NON REGISTERED PLOT]

▶ [FREEDOM OF CHARGES]

▶ [CONTRACT OF SALE]

▶ [FAMILY RESIDENCE]



JUST/2011/JCIV/AG/3332

▼ [PLOT IDENTIFICATION]

[Show clause history \(new window\)](#)**Guideline**

IN SPAIN PLOTS ARE REGISTERED IN LAND REGISTRY ('REGISTRO DE LA PROPIEDAD'). IN THE LAND REGISTRIES EACH PLOT HAS ITS OWN NUMBER THAT IS UNIQUE WITHIN THAT LOCAL REGISTER. ON A NATIONAL BASIS AN ELECTRONIC SYSTEM ASSIGNS A SO CALLED IDUFIR IDENTIFICATION NUMBER THAT IS UNIQUE IN THE WHOLE COUNTRY. IDUFIR ALSO SHOWS IN WHAT LOCAL REGISTER THE ELECTRONIC DOCUMENT SHOULD BE SUBMITTED.

IT IS NECESSARY TO DESCRIBE PLOT'S BOUNDARIES AND AREA OCCUPIED WITH IN A LITERARY WAY.

- IN THE CASE OF URBAN PLOT, THE STREET, NUMBER, TOWN HALL AND POSTAL CODE HAS TO BE INCLUDED.
- FOR AGRICULTURE PLOTS: NAME OF ZONE WHERE IT IS LOCATED IS NECESSARY.

ACCORDING TO SPANISH LAW, THE CADASTRAL REFERENCE OF THE PARCEL SHOULD ALSO BE MENTIONED IN THE DEED FOR TAX PURPOSES.

REGISTRAR MUST SCRUTINIZE THE CORRESPONDENCE BETWEEN DESCRIPTIONS IN LAND REGISTRY AND CADASTRE. WHEN THE LAND REGISTRY DESCRIPTION HAS TO BE MODIFIED, WHETHER IT IS DUE TO ADAPT THE PLOT TO THE CADASTRE OR TO THE REALITY A NEW DESCRIPTION HAS TO BE INCORPORATED IN THE DEED, IF DIFFERENCES ARE SO IMPORTANT THAT IT RAISES DOUBTS ABOUT THE CORRESPONDENCE AND DESCRIPTIVE CONGRUENCE BETWEEN BOTH PARAMETERS OR IN CASE OF OVERLAPPING NEIGHBOURING PLOT, PARTIES HAVE TO FOLLOW A SPECIFIC PROCEDURE AIMING FOR RECTIFICATION.

THE COINCIDENCES OR DIFFERENCES IN DESCRIPTIONS BETWEEN THE REGISTERED PLOT IN THE LAND REGISTRY (ACCORDING TO FLOTI INFORMATION) AND THE CADASTRAL PARCEL, HAVE TO BE MENTIONED IN THE DEED. IN CASE OF DIFFERENCES, AN ASSUMPTION OF WHICH DESCRIPTION IS RIGHT HAS TO BE ADDED.

IN ORDER TO BRING THE CADASTRE IN LINE WITH REALITY, THE CIVIL-LAW NOTARY ALSO HAS TO VERIFY CADASTRE DATA BY ASKING THE PARTIES ABOUT THE DEGREE TO WHICH THE DATA CORRESPONDS WITH REALITY. IN CASE OF DIFFERENCES BETWEEN THE DESCRIPTION OF THE PLOT IN THE LAND REGISTER AND THE CADASTRE, THE NOTARY PUBLIC HAS TO INFORM THE PARTIES ABOUT THE CONSEQUENCES OF THESE DISCREPANCIES, AND THE PROCEDURES TO REESTABLISH THE CORRESPONDENCE. IN CASE OF PREVAILING DESCRIPTION IN THE LAND REGISTRY AN OFFICIAL FORM TOGETHER WITH A COPY OF DEED HAS TO BE SUBMITTED TO CADASTRE OFFICE.

Clause text receiving country

URBANA: FLAT LOCATED IN THE THIRD FLOOR OF THE BUILDING LOCATED IN ----- 48, GLENGAL ROAD. IT IS REGISTERED WITH THE REAL ESTATE REGISTRY NO. 1 OF, UNDER VOLUME 1674, FINESTRAT BOOK, FOLIO....., REGISTERED PROPERTY NO. OR IDUFIR NR..... CADASTRAL REFERENCE: 6409301YH4760N0155JZ. REGISTRATION NO. (REGISTERED PROPERTY UNIQUE ID. CODE): 03016000692975. ITS BOUNDARIES ARE (FRONT/RIGHT/ LEFT/REAR) -----, IT'S SURFACE IS -----M2.

Adaptations

«No adaptations available»

Translation

«No translation available»

► [TITLE NON REGISTERED PLOT]

► [FREEDOM OF CHARGES]



JUST/2011/JCIV/AG/3332



▸ [SELLER, BUYER (NATURAL PERSON)]

▸ [SELLER, BUYER (CORPORATE BODY)]

▸ [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

▸ [PLOT IDENTIFICATION]

▼ [TITLE NON REGISTERED PLOT]

Show clause history (new window)

Guideline

IF THE TITLE OF THE SELLER IS NOT REGISTERED YET, A PREVIOUS APPLICATION FOR REGISTRATION HAS TO BE PENDING.
THE DATA OF THE APPLICATION OF THIS TITLE HAS TO BE ADDED

Clause text receiving country

AN APPLICATION TO REGISTER THE TITLE FROM THE SELLER TO THIS PLOT IS DONE ON.....NUMBER.....

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [FREEDOM OF CHARGES]

▸ [CONTRACT OF SALE]

▸ [FAMILY RESIDENCE]

▸ [LOCATIONAL DEMANDS]

▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▸ [EXHIBITS]



▶ [SELLER, BUYER (CORPORATE BODY)]

▶ [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

▶ [PLOT IDENTIFICATION]

▶ [TITLE NON REGISTERED PLOT]

▼ [FREEDOM OF CHARGES]

[Show clause history \(new window\)](#)**Guideline**

THE CIVIL LAW NOTARY HAS TO INFORM THE SELLER AND BUYER ABOUT THE CHARGES THAT ARE LISTED IN THE LAND REGISTRY, AND REQUEST THE SELLER WHETHER THIS IS IN CORRESPONDENCE WITH REALITY AND MENTION THE SELLER'S MANIFESTATION ABOUT THIS ISSUE. EXISTING CHARGES THAT DO NOT APPEAR IN THE LAND REGISTRY SHOULD BE INCLUDED IN THE CONTRACT. THE SAME ACCOUNTS FOR PUBLIC LIMITATIONS. FAILURE TO DISCLOSE EXISTING LIMITATIONS COULD GIVE REASONS FOR LIABILITY OF THE SELLER ON THE BASIS OF CULPA IN CONTRA HENDO (ARTICLE 12 OF REGULATION ROME 2). THE FLOTI OR LAND REGISTRY CERTIFICATION SHOULD BE ATTACHED TO THE DEED AS AN OVERVIEW OF CHARGES IN THE LAND REGISTRY. IN CASE OF A FLAT OR HOUSE WITH JOINT OWNERSHIP THAT IS RULED BY HORIZONTAL PROPERTY ACT IT IS ADVISABLE TO PRESENT A CERTIFICATE FROM AN ADMINISTRATOR TO THE NOTARY. THIS CERTIFICATE SHOULD EVIDENCE FREEDOM OF LEASEHOLDERS AND NO PENDING PAYMENTS. THE SELLER SHOULD STATE THAT THE BUILDING HAS NOT BEEN DECLARED AS BEING OUT OF REGULATION OR UNDER AN EQUIVALENT DENOMINATION. IN CASE OF FLATS OR HOUSES RULED UNDER HORIZONTAL PROPERTY ACT THE SELLER SHOULD DECLARE ANY AMOUNTS RELATED TO JOINT OWNERS EXPENSES THAT HAVE TO BE PAID TO THE COMMUNITY. (IT IS VERY USEFUL TO ADD AN ADMINISTRATOR CERTIFICATE AS EVIDENCE OF THIS ASSERTION). CLAUSE THAT A PLOT IS FREE OF LEASE IS DEMANDED IN CASE OF SELLING OF A HOUSE, LOCAL BUSINESS OR AN AGRICULTURE PLOT. IN CASE OF LEASE IT IS NECESSARY TO ATTACH A NOTIFICATION TO THE LEASEHOLDER OR AN OTHER DEED SHOWING THE LEASEHOLDER IS NOT INTERESTED IN BUYING THE PLOT.

Clause text receiving country

THE SELLER ACCORDING TO HIS/HER KNOWLEDGE, DECLARES:

- THAT THE SALE HAS NO OTHER LIENS THAN THOSE REGISTERED IN THE LAND REGISTRY, NOR ARE THERE ANY RESTRICTIONS ON THE TITLE TO THE PROPERTY OTHER THAN THOSE STATED IN THE SPANISH LEGISLATION.
- THAT THE PLOT IS FREE OF TENANTS AND OCCUPANTS, AND THAT THEY ARE NOT SUBJECT TO ANY FINANCIAL LEASE, PURCHASE-OPTION LEASE OR OTHER LEASES WHATSOEVER.
- THAT THERE ARE NO OUTSTANDING DEBTS RELATED TO COMMUNITY EXPENSES OR TAXES.
- THAT THERE ARE NO COURT OR ADMINISTRATIVE PROCEEDINGS THAT COULD AFFECT THE SALE
- THERE ARE NO URBAN DEVELOPMENT DUTIES PENDING COMPLIANCE AND THAT THE BUILDING IS NOT DECLARED AS NOT-COMPLYING TO OR OTHERWISE IN BREACH WITH LOCAL REGULATIONS.

Adaptations

«No adaptations available»

Translation

«No translation available»

▶ [CONTRACT OF SALE]

▶ [FAMILY RESIDENCE]

▶ [LOCATIONAL DEMANDS]



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▸ [INFORMATION ABOUT THE NOTARY]

▸ [SELLER, BUYER (NATURAL PERSON)]

▸ [SELLER, BUYER (CORPORATE BODY)]

▸ [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

▸ [PLOT IDENTIFICATION]

▸ [TITLE NON REGISTERED PLOT]

▸ [FREEDOM OF CHARGES]

▸ [CONTRACT OF SALE]

▼ [FAMILY RESIDENCE]

Show clause history (new window)

Guideline

IF THE PLOT IS A HOUSE OR AN APARTMENT AND THE ONE WHO SELLS IT , IS MARRIED , CONSENT OF THE SPOUSE IS NEEDED. IF THE OWNER OF THE PLOT HAS CATALONIAN OR VALENCIAN REGIONAL CITIZENSHIP , WHETHER HE ' S MARRIED , SINGLE , DIVORCED OR WIDOWER , HE HAS TO DECLARE THERE IS NO LEGAL LIMITATION FOR THE SALE BECAUSE OF A RELATIONSHIP WITH SOMEONE ELSE .

Clause text receiving country

THE PLOT IS NOT THE COMMON FAMILY RESIDENCE/ THE PLOT IS THE FAMILY RESIDENCE AND SOLD WITH THE CONSENT OF THE SPOUSE/ THERE IS NO LEGAL LIMITATION FOR THE SALE BECAUSE OF A RELATIONSHIP WITH SOMEONE ELSE

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [LOCATIONAL DEMANDS]

▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]



JUST/2011/JCIV/AG/3332

▶ [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

▶ [PLOT IDENTIFICATION]

▶ [TITLE NON REGISTERED PLOT]

▶ [FREEDOM OF CHARGES]

▶ [CONTRACT OF SALE]

▶ [FAMILY RESIDENCE]

▼ [LOCATIONAL DEMANDS]

Show clause history (new window)

Guideline

IN CASE OF THE FOLLOWING SPECIFIC LOCATIONS IT IS NECESSARY TO FULFILL THE FOLLOWING REQUIREMENTS.

IF THE PLOT BORDERS A PUBLIC MOUNTAIN, A NOTIFICATION TO THE PUBLIC AUTHORITY WHO OWNS THE BORDERED PUBLIC MOUNTAIN MUST BE MENTIONED

IF THE PLOT BORDERS THE SEA-SIDE , A CERTIFICATE FROM SPANISH AUTHORITY EXPLAINING THE SEA-SIDE IS NOT OCCUPIED BY THE PLOT, MUST BE MENTIONED

IF THE PLOT IS LOCATED IN MILITARY AREA, A SPECIAL LICENSE FROM THE ARMY MUST BE MENTIONED

IF THE PLOT IS LOCATED IN LA RIOJA, CATALONIA OR EXTREMADURA, MUST BE FOUND A CERTIFICATE OF HABITABILITY .

IF THE OWNER OF THE PLOT HAS A RAGONESE REGIONAL CITIZENSHIP AND IS MARRIED, THE SPOUSE MUST BE REFUSE ANY FUTURE RIGHTS OVER THE PLOT.

Clause text receiving country

LOCATIONAL DEMANDS CONCERNING..... ARE FULFILLED, AS IS EVIDENCED BY.....

Adaptations

«No adaptations available»

Translation

«No translation available»

▶ [PURCHASE AMOUNT]

▶ [KNOWLEDGE NOTARY]

▶ [CHECKS BY NOTARY]

▶ [NOTARIAL AND JURIDICAL CAPABILITY]

▶ [INFORMING OF THE PARTIES]



JUST/2011/JCIV/AG/3332

▸ [FAMILY RESIDENCE]

▸ [LOCATIONAL DEMANDS]

▼ [PURCHASE AMOUNT]

Show clause history (new window)

Guideline



THE AMOUNT OF THE PURCHASE PRICE HAS TO BE MENTIONED IN THE DEED.

DECLARING THAT PRICE IS DEPOSITED IN THE NOTARY IS NOT SUFFICIENT. THIS PRICE CAN'T BE CONFUSED WITH THE VALUE THAT MAY BE ESTABLISHED BY TAX AGENCY THROUGH SPECIAL PROCEEDINGS. MEANS OF PAYMENT IS MANDATORY IN ORDER TO FIGHT AGAINST TAX FRAUD.

IN CASE OF A PRICE THAT IS GOING TO BE SATISFIED IN FUTURE IT IS COMPULSORY TO FIX A DATE OR SEVERAL ONES, IN WHICH THE PRICE HAS TO BE SATISFIED.

IN CASE OF FOR EXAMPLE SELLING BY PARENTS TO CHILDREN, BUYER AND SELLER CAN AGREE , PURSUANT TO THEIR NATIONAL LEGISLATION (IN CASE OF LAW CHOICE) TO COMPENSATE THEIR DEBT AGAINST FUTURE INHERITANCE

IN CASE OF TRANSFER TO A BANK ACCOUNT: THE TRANSFEROR, BANK, DATE, VALUE AND ACCOUNT NUMBER MUST BE SPECIFIED. EVIDENCE OF PAYMENT MUST BE PROVIDED BY ADDING A BANK RECEIPT AS AN ANNEX.

IN CASE OF A TRANSFER TO A THIRD PARTY BANK ACCOUNT OF A CONVEYANCER, WHO FULFILLS A CLEARING HOUSE FUNCTION, THE PARTIES SHOULD STATE THAT THE TRANSFER OF THE SOLD PROPERTY IS THE RESULT OF THE EXECUTION OF THE DEED AND THIS CONVEYANCER ACCOUNT SHOULD ALSO BE IDENTIFIED IN THE SAME WAY LIKE NOTE BANK. WHEN CASH IS USED MUST BE DECLARED THE MOMENT OF PAYMENT, BEFORE WITH EXPRESSION OF DATE OR IN THE SIGNING OF DEED, WHAT HAS TO BE ATTESTED BY CONVEYANCER. WHEN A CHEQUE HAS BEEN USED, NOTARY CAN DEDUCE A TESTIMONY IN THE DEED OR REFLECT IN IT THE NUMBER, AMOUNT, BANK, DATE AND IF THE CHEQUE IS PAYABLE TO BEARER OR TO A NOMINATIVE.

Clause text receiving country

THE PRICE OF THIS PURCHASE IS THE SUM OF * EUROS, PAID IN THE FOLLOWING MANNER: AN AMOUNT OF * EUROS HAS BEEN PAID IN CASH (STATE WHETHER IT WAS PAID EARLIER OR AT THE TIME OF SIGNING). AN AMOUNT OF * EUROS, PAID BY CHEQUE OR WIRE TRANSFER, WHOSE DATA IS STATED ON THE COPY INCORPORATED TO THIS AGREEMENT, OF WHICH I, THE NOTARY, ATTEST THAT THE SAID DOCUMENT IS A TRUE COPY OF THE ORIGINAL.

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]



JUST/2011/JCIV/AG/3332

▸ [TITLE NON REGISTERED PLOT]

▸ [FREEDOM OF CHARGES]

▸ [CONTRACT OF SALE]

▸ [FAMILY RESIDENCE]

▸ [LOCATIONAL DEMANDS]

▸ [PURCHASE AMOUNT]

▼ [KNOWLEDGE NOTARY]

Show clause history (new window)

Guideline

-

Clause text receiving country

I, THE UNDERSIGNING CIVIL LAW NOTARY, CERTIFY THAT:

I KNOW THE SPANISH TAX LEGISLATION AND THAT HAVE LEGALLY AND CONVINCINGLY INFORMED THE APPEARING PARTIES REGARDING:

- THE APPLICABILITY OF SPANISH TAX LEGISLATION IN THIS DEED;

-THE TERMS FOR THE SELF-ASSESSMENT AND PAYMENT OF TAXES, IN PARTICULAR THE PROPERTY CONVEYANCE AND DOCUMENTED LEGAL ACTS TAX, VALUE ADDED TAX, COUNCIL TAX ON THE VALUE OF LAND, NON-RESIDENT

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▸ [EXHIBITS]

▸ [POWER TO THE HELPDESK]

▸ [CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]

▸ [CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]



JUST/2011/JCIV/AG/3332

▸ [PLOT IDENTIFICATION]

▸ [TITLE NON REGISTERED PLOT]

▸ [FREEDOM OF CHARGES]

▸ [CONTRACT OF SALE]

▸ [FAMILY RESIDENCE]

▸ [LOCATIONAL DEMANDS]

▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▼ [CHECKS BY NOTARY]

[Show clause history \(new window\)](#)**Guideline**

-

Clause text receiving country

I, THE NOTARY, ATTEST THAT I HAVE IDENTIFIED THE APPEARING PARTIES BY THE AFOREMENTIONED IDENTITY DOCUMENTS; THAT, TO THE BEST OF MY KNOWLEDGE THEY HAVE SUFFICIENT LEGAL CAPACITY AND STANDING, AS WELL AS POWERS, FOR THIS GRANTING; THAT IT COMPLIES WITH EVERY FORMAL AND SUBSTANTIVE REQUIREMENT SET FORTH IN DUTCH LEGISLATION, TO WHICH BOTH PARTIES ARE EXPRESSLY SUBJECT, AND THOSE OF SPANISH LEGISLATION, WHICH I DECLARE TO KNOW INASMUCH AS IS RELEVANT FOR THIS CONVEYANCE OF OWNERSHIP AND ITS REGISTRATION IN THE LAND REGISTRY OFFICE; THAT THE WORDING IN THIS DOCUMENT REFLECTS THE FREE AND INFORMED WILL OF THE GRANTORS, WHO, IN WITNESS WHEREOF AND HAVING PREVIOUSLY READ IT IN FULL, APPROVE OF ITS CONTENTS AND SIGN IT WITH ME, THE NOTARY, ALL OF WHICH I ATTEST.

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▸ [EXHIBITS]



JUST/2011/JCIV/AG/3332

▶ [FAMILY RESIDENCE]

▶ [LOCATIONAL DEMANDS]

▶ [PURCHASE AMOUNT]

▶ [KNOWLEDGE NOTARY]

▶ [CHECKS BY NOTARY]

▶ [NOTARIAL AND JURIDICAL CAPABILITY]

▼ [INFORMING OF THE PARTIES]

[Show clause history \(new window\)](#)**Guideline**

-

Clause text receiving country

I, THE UNDERSIGNING CIVIL LAW NOTARY, CERTIFY THAT

- I HAVE INFORMED THE APPEARING PARTIES IN A CONCLUSIVE AND LEGAL MANNER ABOUT:

- THE ENFORCEABILITY OF THE SPANISH TAX LAWS REGARDING THIS DEED;

- THE TERM FOR LIQUIDATION OF TAX DUTIES; I.E. THIRTY DAYS AS OF THE EXECUTION OF THIS DEED.

THE CONTENT OF THIS DEED HAS BEEN READ OUT LOUD IN FRONT OF ALL THE PARTIES AND AFTERWARDS, ALL THE PARTIES STATED THAT:

- THEY ACCEPT THE RIGHTS AND OBLIGATIONS DERIVED HERE FROM;

- THEY HAVE BEEN DULY INFORMED ABOUT THE MEANING OF THIS AGREEMENT;

- THE DEED HAVING BEEN READ OUT LOUD BY ME BEFORE THE PARTIES, IN THE OFFICIAL LANGUAGE OF THE PLACE WHERE IT WAS GRANTED, AND ACCORDING TO THE PARTIES DECISION AFTER LEARNING ABOUT THEIR RIGHT TO READ IT ON THEIR OWN, THE PARTIES DECLARED TO BE FULLY AWARE OF THE DEED AND EXPRESSED THEIR CONSENT THERETO;

- THE DOCUMENTS THAT ARE ATTACHED TO THIS DEED ARE RELIABLE COPIES, OF WHICH I HAVE SEEN THE ORIGINAL.

- IN PARTICULAR AND IN COMPLIANCE WITH THE SPANISH LAWS, I HAVE INFORMED THE PARTIES OF:

A. THE IMPORTANCE OF FILING AND REGISTERING THIS DEED AS SOON AS POSSIBLE IN THE LAND REGISTRY, SINCE UNDER THE SPANISH LAW THIS REGISTRATION RAISES THE MORTGAGE PROPERTY RIGHT ;

B. THAT THE LIENS OR PROPERTY RIGHTS, SUCH AS USUFRUCT, MORTGAGES, ATTACHMENTS, OR CONDITIONS SUBSEQUENT, IF NOT REGISTERED IN THE LAND REGISTRY, ARE NOT ENFORCEABLE AGAINST THIRD PARTIES; NEVERTHELESS, THE CONTENT OF THE POWERS GRANTED IS LIMITED BY THEIR SOCIAL PURPOSE, THE SPANISH CONSTITUTION AND OTHER SPANISH LAWS, AND IN PARTICULAR, BY THE URBAN PLANNING AND LOCAL REGULATIONS;

C. THE APPLICABLE TAX DUTIES, ALONG WITH THE TERM AND PLACE OF PAYMENT, AS WELL AS THE LEGAL LIABILITY DERIVED FROM FAILURE TO FULFIL THEM. PARTICULARLY, I INFORMED THEM ABOUT THOSE TAXES REGARDING PROPERTY CONVEYANCE AND REGISTERED LEGAL ACTS: THE VALUE ADDED TAX;

D. THE OBLIGATION TO PAY COMMUNITY EXPENSES FOR THE PREMISES AND CERTAIN TAXES DURING THE TERM SET FORTH BY THE SPANISH LEGISLATION.



▸ [SELLER, BUYER (CORPORATE BODY)]

▸ [POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]

▸ [PLOT IDENTIFICATION]

▸ [TITLE NON REGISTERED PLOT]

▸ [FREEDOM OF CHARGES]

▸ [CONTRACT OF SALE]

▸ [FAMILY RESIDENCE]

▸ [LOCATIONAL DEMANDS]

▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▼ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

[Show clause history \(new window\)](#)**Guideline**

IN CASE OF DIFFERENCES IN THE DEED BETWEEN THE DESCRIPTION OF THE PLOT IN THE LAND REGISTER AND THE CADASTRE, THE CONVEYANCER HAS TO INFORM THE PARTIES ABOUT THEIR OBLIGATION TO REPORT DIFFERENCES TO THE CADASTRE

Clause text receiving country

THAT I HAVE INFORMED THE APPEARING PARTIES ABOUT THE OBLIGATION OF DECLARING THE CADASTRAL ALTERATION AND THE DATA OF THE PARTIES BEFORE THE RELEVANT MANAGEMENT OFFICE OF THE CADASTRE.

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▸ [EXHIBITS]



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▸ [LEGATIONARY DEMANDS]

▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▼ [TRANSLATIONS]

[Show clause history \(new window\)](#)**Guideline**

-

Clause text receiving country

TWO POSSIBILITIES :

• TRANSLATION BY SWORN TRANSLATOR

THE TRUE AND ACCURATE TRANSLATION OF THIS AGREEMENT, WHICH WAS ORIGINALLY WRITTEN IN DUTCH, TO THE SPANISH LANGUAGE WHICH HAS BEEN ATTACHED TO THIS AGREEMENT, HAS BEEN CARRIED OUT BY MR., OFFICIAL DUTCH-SPANISH TRANSLATOR, WHOSE QUALIFICATION HAS BEEN DULY SHOWN TO ME AND WHICH IS SHOWN IN A DOCUMENT DATED.... SIGNED BY HIM, WHOSE SIGNATURE I HEREBY RECOGNIZE AND AUTHENTICATE AND A CERTIFIED COPY OF WHICH ORIGINAL HAS BEEN ATTACHED HERETO;

• TRANSLATION BY CONVEYANCER

I KNOW BOTH LANGUAGES AND ACCEPT LIABILITY FOR THE I, AS AUTHORIZING NOTARY FOR THIS PURCHASE DEED WRITTEN IN DUTCH, AND CONSIDERING I HAVE A SUFFICIENT KNOWLEDGE OF THE SPANISH LANGUAGE IN TO WHICH IT HAS BEEN TRANSLATED, DECLARE UNDER MY RESPONSIBILITY THE EXACT CORRESPONDENCE BETWEEN BOTH TEXTS THAT ARE PART OF THIS PURCHASE AGREEMENT, TO WHICH I EXPRESSLY ATTEST.

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [EXHIBITS]

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▸ [CONTRACT OF SALE]

▸ [FAMILY RESIDENCE]

▸ [LOCATIONAL DEMANDS]

▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▾ [EXHIBITS]

[Show clause history \(new window\)](#)**Guideline**

-

Clause text receiving country

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO A CONTRACT OF SALE:

- DEED OF THE MARRIAGE CONTRACT (TRANSLATED);
- THE REGISTRATION CERTIFICATE OF BEFORE THE TRADE REGISTRY OF THE NETHERLANDS (TRANSLATED);
- THE SOLICITOR'S POWER OF ATTORNEY;
- REGISTRATION INFORMATION.
- IN CASE OF A MONEY THAT IS PAID FROM THE FOLLOWING COUNTRIES(THAT ARE CONSIDERED TAX HAVEN), A LICENSE HAS TO BE ADDED.
- IF THE PLOT WAS PREVIOUSLY FINANCED BY SPANISH PUBLIC AUTHORITIES , AN SPECIAL LICENSE FROM THAT PUBLIC AUTHORITY HAS TO BE ADDED

Adaptations

«No adaptations available»

Translation

«No translation available»



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WARNING: The text of some of the clauses is not yet finalized. Please check the status for details.

- Below clauses are shown that are required for the receiving country (Spain) or applicable for the sending country (Netherlands) for the deed type "Contract of sale".
- Clauses that are required for the receiving country are displayed in bold, clauses that are applicable for the sending country are displayed in normal font.
- You can inspect the clause text of the receiving country, the guidelines, adaptations and translations of the sending country by clicking on a clause title.

▸ **[INFORMATION ABOUT THE NOTARY]**

▸ **[SELLER, BUYER (NATURAL PERSON)]**

▸ **[SELLER, BUYER (CORPORATE BODY)]**

▸ **[POWER OF ATTORNEY (BOTH FOR NATURAL PERSON AND CORPORATE BODY)]**

▸ **[PLOT IDENTIFICATION]**

▸ **[TITLE NON REGISTERED PLOT]**

▸ **[FREEDOM OF CHARGES]**

▸ **[CONTRACT OF SALE]**

▸ **[FAMILY RESIDENCE]**

▸ **[LOCATIONAL DEMANDS]**

▸ **[PURCHASE AMOUNT]**

▸ **[KNOWLEDGE NOTARY]**

▸ **[CHECKS BY NOTARY]**

▸ **[NOTARIAL AND JURIDICAL CAPABILITY]**

▸ **[INFORMING OF THE PARTIES]**

▸ **[REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]**

▸ **[ACCEPTING STATEMENT]**

▸ **[TRANSLATIONS]**

▸ **[EXHIBITS]**

▸ **[POWER TO THE HELPDESK]**

▸ **[CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]**

▸ **[CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]**

▸ **[CHOICE OF FORUM]**

▸ **[PROTECTIVE PERSONAL CONDITIONS]**

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▸ [PURCHASE AMOUNT]

▸ [KNOWLEDGE NOTARY]

▸ [CHECKS BY NOTARY]

▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▸ [EXHIBITS]

▼ [POWER TO THE HELPDISK]

[Show clause history \(new window\)](#)**Guideline**

SPAIN HAS A TITLE SYSTEM UNDER WHICH TRANSFER OF PROPERTY RIGHTS TAKES PLACE BY THE CONTRACT OF SALE, BUT THIRD PARTY EFFECT IS ACQUIRED BY REGISTRATION OF THE DEED IN SPANISH LAND REGISTRY. IS EXTREMELY USEFUL AND ADVISABLE THAT PARTIES EMPOWER THE HELPDISK TO PERFORM WHAT MAY BE NECESSARY TO FULFILL ALL REQUIREMENTS IN ORDER TO GET THE REGISTRATION OF DE PROPERTY RIGHT AND ANY OTHER LEGAL REQUISITE.

Clause text receiving country

THE CONTRACTING PARTIES AUTHORIZE (THE NAME AND CIF) WHO OPERATES AS HELPDISK IN SPAIN:

- TO REALIZE THE REGISTRATION OF THE SALE IN THE LAND REGISTRY BY ITSELF OR THROUGH OTHER ENTITIES BY PROVIDING ADDITIONAL DOCUMENTS OR RELEVANT CORRECTIONS TO OBTAIN THE REGISTRATION OF THE PRESENT SALE IN THE LAND REGISTER;

- TO MEET ANY FISCAL REQUIREMENT DEMANDED BY SPANISH LEGISLATION

Adaptations

«No adaptations available»

Translation

«No translation available»

▸ [CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]

▸ [CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]

▸ [CHOICE OF FORUM]

▸ [PROTECTIVE PERSONAL CONDITIONS]



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▶ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▶ [ACCEPTING STATEMENT]

▶ [TRANSLATIONS]

▶ [EXHIBITS]

▶ [POWER TO THE HELPDESK]

▼ [CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]

[Show clause history \(new window\)](#)**Guideline**

ACCORDING TO ARTICLE 4 TREATY ROME I, THE LAW OF THE COUNTRY WHERE THE PROPERTY IS LOCATED IS APPLICABLE TO ALL ISSUES RELATED TO THE PROPERTY RIGHT AND THE REGISTRATION. HOWEVER WITH AN EXPLICIT CHOICE THE PARTIES CAN AGREE THAT THE LAW OF THE COUNTRY OF THE FOREIGN BUYER IS APPLICABLE TO CONTRACTUAL OBLIGATIONS.

ALTHOUGH ABOVE MENTIONED LAW CHOICE NEVER CONCERNS THE ACQUIRING OF PROPERTY RIGHTS ITSELF (THIS IS GOVERNED BY THE LAW OF THE PLOT, THE SO CALLED "LEX REI SITAE"), A CHOICE OF THE LAW OF HIS HOME COUNTRY COULD HAVE AN IMPORTANT PSYCHOLOGICAL EFFECT ON A PROSPECTIVE FOREIGN BUYER. ALSO BECAUSE OF THE FACT THAT THE (BILINGUAL) DEED IS EXECUTED IN HIS OWN LANGUAGE BY A CONVEYANCER FROM HIS HOME COUNTRY, HE GETS THE FEELING OF BEING LEGALLY PROTECTED IN A FOR HIM FAMILIAR WAY.

CONSEQUENCE OF LAW CHOICE IS THAT A BUYER WHO DISCOVERS THAT THE SELLER HAS VIOLATED THE CONTRACT (FOR EXAMPLE BECAUSE OF A HIDDEN DEFECT) CAN CLAIM COMPENSATION AT HIS HOME COUNTRY COURT. (THE CONTRACT CANNOT BE DECLARED INVALID, BECAUSE SPAIN HAS A CONCLUSIVE TITLE SYSTEM)

Clause text receiving country

REGULATION ROME 1 (EC 593/2008).

DESPITE THE PROPERTY SOLD BEING LOCATED IN A FOREIGN COUNTRY, BOTH THE BUYER AND THE SELLER CHOOSE DUTCH LAW AS THE APPLICABLE LAW GOVERNING THIS PURCHASE CONTRACT, WITH THE PURPOSE OF AVOIDING THE APPLICATION OF ART. 4.1.C OF REGULATION 593/2008 (ROME I), REGARDING THE CONTRACT AND ITS EXECUTION. REGARDING THE ACQUIRING OF PROPERTY RIGHTS OR THE VALIDITY OF THE REGISTRATION IN THE LAND REGISTRY OFFICE, ONLY SPANISH LAW WILL BE APPLICABLE, IN ACCORDANCE WITH THE LEX REI SITAE RULE. INSOFAR AS THE TRANSFER AND ACQUISITION OF THE RIGHT OF OWNERSHIP AND LEGAL CONSEQUENCES OF THE REGISTRATION IN THE REGISTRO DE LA PROPIEDAD ARE CONCERNED, SPANISH LAW APPLIES IN ACCORDANCE WITH THE LEX REI SITAE.

Adaptations

«No adaptations available»

Translation

«No translation available»

▶ [CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]

▶ [CHOICE OF FORUM]

▶ [PROTECTIVE PERSONAL CONDITIONS]



[INFORMING OF THE PARTIES]

▶ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▶ [ACCEPTING STATEMENT]

▶ [TRANSLATIONS]

▶ [EXHIBITS]

▶ [POWER TO THE HELPDISK]

▶ [CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]

▼ [CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]

[Show clause history \(new window\)](#)**Guideline**

BY DECLARING ROME II REGULATIONS APPLICABLE TO NON-CONTRACTUAL OBLIGATIONS, FOREIGN BUYERS GET PROTECTION AGAINST UNKNOWN (LOCAL) PUBLIC LIMITATIONS THAT ARE NOT ADMISSIBLE THROUGH THE LAND REGISTER.

PROTECTION COULD BE BASED ON "CULPA IN CONTRAHENDO" (ART 12 OF ROME II). CULPA IN CONTRAHENDO IS AN AUTONOMOUS CONCEPT THAT NOT NECESSARILY HAS TO BE INTERPRETED WITHIN THE MEANING OF NATIONAL LAW. IT INCLUDES THE VIOLATION OF THE DUTY OF DISCLOSURE. WHEN FOR EXAMPLE A FOREIGN BUYER OF SPANISH REAL ESTATE AFTERWARDS FINDS OUT THAT UNKNOWN PUBLIC LIMITATIONS EXISTS, HE COULD ASK A COURT IN HIS HOME COUNTRY TO DECIDE ON COMPENSATION BY THE SELLER.

DURING THE COURT PROCEDURE A SPANISH COURT NOTICE OF THE PENDING COURT PROCEDURE MIGHT BE OBTAINED AS PROTECTIVE TEMPORARY MEASURE TO SAFEGUARD THE SENTENCE'S REAL EFFECTS, PROTECTING PLAINTIFF AGAINST CONCLUSIVE TITLE PRINCIPLE UNTIL JUDICIAL DECISION IS ISSUED.

Clause text receiving country

ROME II REGULATION (EC 864/2007).

BUYER AND SELLER AGREE TO SUBJECT ALL NON-CONTRACTUAL OBLIGATIONS TO DUTCH LAW, AS SET OUT IN THE EUROPEAN REGULATION ROME II, DATED 11TH OF JULY, 2007. UNDER THIS LAW, SHOULD THE BUYER DISCOVER, AT A LATER DATE, THAT THEY DO NOT ENJOY A CERTAIN RIGHT UNDER SPANISH LAW, FOR CAUSES WHICH WERE UNKNOWN TO THE BUYER WHEN ENTERING IN TO THIS AGREEMENT, WHOSE ENJOYMENT THEY COULD HAVE REASONABLY EXPECTED ACCORDING TO DUTCH LAW, THE FAILURE TO COMMUNICATE THE SAID LIMITATIONS ESTABLISHED BY SPANISH LAW WILL BE CONSIDERED TORT OR CULPA IN CONTRAHENDO, AS IS SET OUT IN ROME II.

Adaptations

«No adaptations available»

Translation

«No translation available»

▶ [CHOICE OF FORUM]

▶ [PROTECTIVE PERSONAL CONDITIONS]

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- [LOCATIONAL DEMANDS]
- [PURCHASE AMOUNT]
- [KNOWLEDGE NOTARY]
- [CHECKS BY NOTARY]
- [NOTARIAL AND JURIDICAL CAPABILITY]
- [INFORMING OF THE PARTIES]
- [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]
- [ACCEPTING STATEMENT]
- [TRANSLATIONS]
- [EXHIBITS]
- [POWER TO THE HELPDESK]
- [CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]
- [CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]

▼ [CHOICE OF FORUM]

Show clause history (new window)

Guideline

CONSEQUENCE OF THE CHOICE OF FORUM IN RELATION TO LAW CHOICE ON (NON) CONTRACTUAL OBLIGATIONS IS THAT A SELLER/BUYER, WHO DISCOVERS THAT AN OTHER PARTY HAS VIOLATED THE CONTRACT (FOR EXAMPLE BECAUSE OF A HIDDEN DEFECT) CAN CLAIM COMPENSATION AT HIS HOME COUNTRY COURT. THE SALE CAN NOT BE DECLARED INVALID BECAUSE SPAIN HAS A CONCLUSIVE TITLE SYSTEM.

Clause text receiving country

SHOULD ANY DISPUTE ARISE IN CONNECTION WITH THE INTERPRETATION OF PERFORMANCE OF THIS AGREEMENT, THE PARTIES AGREE, AS SET OUT IN ARTICLE 23 OF THE EUROPEAN REGULATION BRUSSELS 1 , (EC) NO 44/2001 OF 22 DECEMBER 2000) ON JURISDICTION AND THE RECOGNITION AND ENFORCEMENT OF JUDGMENTS TO SUBMIT THEMSELVES TO THE COURT OF.....WITHOUT PREJUDICE OF THE ISSUES RELATED TO THE ACQUISITION OF PROPERTY RIGHTS OR THE ENTRY IN LAND REGISTRATION SUBMITTED TO LEX REI SITAE.

Adaptations

«No adaptations available»

Translation

«No translation available»

- [PROTECTIVE PERSONAL CONDITIONS]

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▸ [NOTARIAL AND JURIDICAL CAPABILITY]

▸ [INFORMING OF THE PARTIES]

▸ [REPORTING OF DIFFERENCES BETWEEN LAND REGISTER AND CADASTRE]

▸ [ACCEPTING STATEMENT]

▸ [TRANSLATIONS]

▸ [EXHIBITS]

▸ [POWER TO THE HELPDESK]

▸ [CHOICE OF LAW ON CONTRACTUAL OBLIGATIONS]

▸ [CHOICE OF LAW ON NON CONTRACTUAL OBLIGATIONS]

▸ [CHOICE OF FORUM]

▼ [PROTECTIVE PERSONAL CONDITIONS]


Show clause history (new window)

Guideline

CLAUSES INVOLVING PROTECTION OF THE BUYER AGAINST BREACH OF URBAN LICENSES OR SIMILAR ISSUES CAN ONLY HAVE A PERSONAL SCOPE (NO THIRD PARTY EFFECT). WITHOUT AN EXPLICIT CHOICE FOR LAW OF THE FOREIGN BUYER, SPANISH LAW WILL BE APPLICABLE. PURSUANT TO SPANISH LAW:

- THE CLAUSES HAVE TO BE DIRECTLY LINKED TO THE MAIN TARGET OF CONTRACT, AND RELATED WITH PROPERTY OR REAL RIGHTS QUESTIONS;
- CONDITION 'S FULFILMENT CAN 'T DEPEND OF PARTY 'S WILL;
- CONTENT MUST BE VERY CLEAR (NO GENERICS TERMS ARE NOT ADMITTED).

Clause text receiving country

BOTH THE BUYER AND THE SELLER STATE THAT, NEITHER UNDER DUTCH LAW NOR UNDER SPANISH LAW, THERE IS ANY CONDITION SUBSEQUENT OR PRECEDENT EITHER OF THEM COULD CLAIM. IN PARTICULAR, THE SELLER DECLARES THAT THERE IS NO URBAN DEVELOPMENT DUTY PENDING COMPLIANCE AND THAT IT IS NOT AFFECTED BY ANY URBAN REGULATION DISCIPLINE RECORD CURRENTLY IN PROCESS; THAT THE BUILDING HAS NOT BEEN DECLARED AS BEING OUT OF REGULATION OR UNDER AN EQUIVALENT DENOMINATION. **IN ANY CASE, THE PARTIES REFER TO THE CONTENT OF THE INFORMATION OBTAINED FROM THE LAND REGISTRY OFFICE, WHICH HAS BEEN INCORPORATED IN TO THIS DOCUMENT.** 

Adaptations

«No adaptations available»

Translation

«No translation available»

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CROBECO Repository of clauses

Document type: **Mortgage deed**; Sending country: **Netherlands**; Receiving country: **Spain**.

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- Below clauses are shown that are required for the receiving country (Spain) or applicable for the sending country (Netherlands) for the deed type "Mortgage deed".
- Clauses that are required for the receiving country are displayed in bold, clauses that are applicable for the sending country are displayed in normal font.
- You can inspect the clause text of the receiving country, the guidelines, adaptations and translations of the sending country by clicking on a clause title.

▸ **[INFORMATION ABOUT THE NOTARY]**

▸ **MORTGAGOR'S, MORTGAGEE'S, DEBTORS IDENTIFICATION (NATURAL PERSON)]**

▸ **[MORTGAGOR'S, MORTGAGEE'S, DEBTORS IDENTIFICATION (CORPORATE BODY)]**

▸ **[POWER OF ATTORNEY BOTH FOR NATURAL PERSON OR CORPORATE BODY]**

▸ **[PARTIES STATEMENT]**

▸ **[PLOTS IDENTIFICATIONNEW CLAUSE]**

▸ **[TITLE OF THE MORTGAGOR]**

▸ **[CHARGES OVER THE COLLATERALS]**

▸ **[CONTRACT/OBLIGATION GUARANTEED]**

▸ **[EARLY MATURITY]**

▸ **[SET UP MORTGAGE AGREEMENT]**

▸ **[MORTGAGE EXTENSION]**

▸ **[FORECLOSURE REGULATION]**

▸ **[STATEMENTS BY NOTARY]**

▸ **[EXHIBITS]**

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Show clause history (new window)

Guideline

SPECIALTY PRINCIPLE OBLIGES TO SPLIT THE TOTAL GUARANTEED AMOUNT IN CAPITAL, ORDINARY INTEREST, DELAY INTEREST, JUDICIAL COSTS, AND OTHERS CONCEPTS AS INSURANCE, COMMUNITY SHARE COSTS, TAXES CONNECTED WITH PROPERTY OR SET UP OF MORTGAGE, COMMISSION, ETC IF MORTGAGE GUARANTEES A SIMPLE LOAN THE CAPITAL AMOUNT SHOULD BE COINCIDENT WITH IT, IF THE BASIC OBLIGATION IS AN ACCOUNT CREDIT, A MAXIMUM AMOUNT OF LIABILITY HAS TO BE FIXED AS CREDIT LIMIT.

INTEREST: THERE IS A LEGAL LIMIT, THEIR WARRANTY CANNOT BE FIXED FOR MORE THEN FIVE YEARS. AND IT IS VERY IMPORTANT TO WARN THAT IN THE EVENT OF VARIABLE INTEREST RATES, THE RULES FOR ITS VARIATION, AND A MAXIMUM TOP RATE HAVE TO BE EXPRESSED IN THE DEED.

FOR JUDICIAL COSTS CONCERNED, AND OTHER COSTS IN CASE OF COMPULSORY INSURANCE, TAXES, CONDOMINIUM SHARE COSTS..., IT HAS TO BE FIXED AN ESTIMATED TOTAL MAXIMUM AMOUNT TO BE COVERED BY THE MORTGAGE JUST IN CASE OF FORECLOSURE.

IF AGREED, BOTH ORDINARY OR DELAY INTEREST HAVE TO BE ADDED. THE RATE OF INTEREST CAN BE AS WELL FIXED AS VARIABLE. IN THIS CASE, THE MAXIMUM TOP RATE, THE REVISION METHOD AND PERIODS AND DATES OF CHANGE HAVE TO BE MENTIONED. FOR CALCULATING OF A NEW RATE, A MATHEMATIC FORMULA BASED ON NEUTRAL OFFICIAL INDEX HAS TO BE USED. THE MAXIMUM LIMIT FOR DELAY INTEREST HAS TO BE MENTIONED IN THE DEED

IT IS VERY IMPORTANT TO POINT OFF THAT IN CASE OF MORE THAN ONE PLOT MORTGAGED, EACH OF THESE AMOUNTS GUARANTEED FOR CAPITAL, INTEREST AND LEGAL COSTS HAS TO BE COMPULSORY DISTRIBUTED AMONG THE DIFFERENT PLOTS MORTGAGED.

Clause text receiving country

A. THE MORTGAGOR UNDERTAKES TO PAY AN AMOUNT OF MONEY OF.....IN FAVOUR OF THE MORTGAGEE. THIS AMOUNT, AS WELL AS ITS DUE DATE, AMORTISATION SYSTEM, AND OTHER ESSENTIAL ELEMENTS WERE MENTIONED ABOVE.

B. IN CONSIDERATION FOR THE FULFILMENT OF SUCH PAYMENT, ITS ORDINARY INTEREST, COSTS AND EXPENSES FOR MAINTENANCE OF THE COLLATERAL OR FORECLOSURE, AND NOTWITHSTANDING THE DEBTOR'S PERSONAL AND UNIVERSAL LIABILITY, THE MORTGAGOR HEREBY RAISES A MORTGAGE ON THE ABOVE SAID COLLATERAL IN FAVOUR OF THE MORTGAGEE, WHO ACCEPTS THIS MORTGAGE UNDER SPANISH LEGISLATION ON MORTGAGE RIGHTS , IN FURTHERANCE OF SECURING PAYMENT OF THE ABOVE SAID AMOUNTS.

AS SECURITY FOR PAYMENT OF.....,MR/ MRS..... NOT WITH STANDING HIS/HER UNIVERSAL PERSONAL LIABILITY RAISES A MORTGAGE ON THE PREMISES BEING IN FAVOUR OF....., WHO AS THE CREDITOR ACCEPTS IT AS SECURITY FOR PAYMENT OF THE FOLLOWING MAXIMUM AMOUNTS:

- THE PRINCIPAL OF THE DEBT.....EUROS (€.....);
- THE FIXED INTEREST AT AN INVARIABLE RATE OF..... PERCENT (...%) FOR A PERIOD OF ----- (NO MORE THAN 5 YEARS), OR THE VARIABLE INTERESTS ESTABLISH AT THE MAXIMUM RATE AGREED OF PERCENT (----%) FOR A PERIOD OF _____ (NO MORE THAN 5 YEARS), RAISING THE AMOUNT OF -----EUROS
- THE DELAY INTEREST ESTABLISHED AT AN INVARIABLE RATE OF..... PERCENT (...%) FOR A PERIOD OF ----- (NO MORE THAN 5 YEARS),OR THE VARIABLE INTERESTS ESTABLISH AT THE MAXIMUM RATE AGREED OF PERCENT (----%) FOR A PERIOD OF _____ (NO MORE THAN 5 YEARS),RAISING THE AMOUNT OF----- EUROS
- ANY ATTORNEYS' FEES AND LEGAL COSTS INCURRED DUE TO FORECLOSURE IN THE EVENT OF BREACH AND EFFECT OF THE GUARANTEE, UP TO ----- PERCENT (-----%) OF CAPITAL.
- ANY OTHERS EXPENSES AGREED COSTS (LIKE INSURANCE, TAXES, CONDOMINIUM SHARE COSTS ...) LINKED WITH MAINTENANCE, UP TO ____ PERCENT (____%) OF CAPITAL

Adaptations

«No adaptations available»



Guideline

FORECLOSURE MUST BE RULED ACCORDING ARTICLES 681 AND NEXT OF SPANISH CIVIL PROCESS ACT. A MORTGAGE WHO WANTS TO ENFORCE THE COLLATERAL, CAN CHOOSE BETWEEN A SPECIAL OR AN ORDINARY PROCEDURE. IN PRACTICE ONLY THE SPECIAL PROCEDURE IS USED.

SUBJECT TO SECTION 129 OF THE SPANISH MORTGAGE LAW, BESIDES THE FORECLOSURE ALTERNATIVE, BOTH PARTIES CAN AGREE UPON THE POSSIBILITY OF CONDUCTING AN OUT-OF-COURT SALE BEFORE A SPANISH NOTARY PUBLIC, UNDER THE SPANISH LAW ON CIVIL PROCEEDINGS AND THE MORTGAGE REGULATIONS, FOR WHICH THE PARTIES FIX THE SAME COLLATERAL VALUE AT AN AUCTION AND THE SAME ABOVE SAID DOMICILE FOR NOTIFICATIONS TO THE MORTGAGOR. LIKEWISE, THE MORTGAGOR CAN EMPOWER THE CREDITOR TO CARRY OUT THE SALE OF THE MORTGAGED PREMISES IN ACCORDANCE WITH THESE LAWS.

FOR BOTH PROCEDURES IT IS REQUIRED:

AN AUCTION STARTING PRICE INCLUDED IN THE DEED, IN ORDER TO AVOID ANY CONTROVERSY IN CASE OF JUDICIAL EXECUTION OF MORTGAGE. THIS APPRAISAL VALUE HAS TO BE THE SAME IN BOTH PROCEEDINGS

IN CASE OF MORE THAN ONE PLOT MORTGAGED, IT HAS TO BE SETTLED BY THE DEED, THE AUCTION STARTING PRICE INDIVIDUALLY FOR EACH OF THEM.

A DEBTOR ADDRESS FOR REQUESTS, SUMMONS OR NOTIFICATIONS, IS ALSO NEEDED TO AVOID ANY DELAY IN NOTIFICATIONS.

APPRAISAL VALUE AND ADDRESS MUST BE THE SAME IN BOTH PROCEEDINGS.

Clause text receiving country

IN THE EVENT OF COURT FORECLOSURE PROCEEDINGS, THE APPRAISED VALUE OF THE COLLATERAL SHALL BE THE AMOUNT STATED ABOVE. LIKEWISE, THE PARTIES RESPECTIVELY SET THEIR DOMICILE FOR NOTIFICATIONS AT THE DOMICILES ABOVEMENTIONED.

SUBJECT TO SECTION 129 OF THE SPANISH MORTGAGE LAW, BESIDES THE FORECLOSURE ALTERNATIVE, BOTH PARTIES AGREE UPON THE POSSIBILITY OF CONDUCTING AN OUT-OF-COURT SALE BEFORE A SPANISH NOTARY PUBLIC, UNDER THE SPANISH LAW ON CIVIL PROCEEDINGS AND THE MORTGAGE REGULATIONS, FOR WHICH THE PARTIES FIX THE SAME PREMISES VALUE AT AN AUCTION AND THE SAME ABOVE SAID DOMICILE FOR NOTIFICATIONS TO THE MORTGAGOR. LIKEWISE, THE MORTGAGOR EMPOWERS THE MORTGAGEE TO CARRY OUT THE SALE OF THE MORTGAGED COLLATERAL IN ACCORDANCE WITH THESE LAWS.
AUCTION STARTING PRICE

THE AUCTION STARTING PRICE OF THE COLLATERAL IN THE EVENT OF FORECLOSURE, BOTH UNDER THE DIRECT FORECLOSURE PROCEEDINGS OR THE OUT-OF-COURT PROCEDURE BEFORE A SPANISH NOTARY PUBLIC, IS FIXED AT EUROS (€).

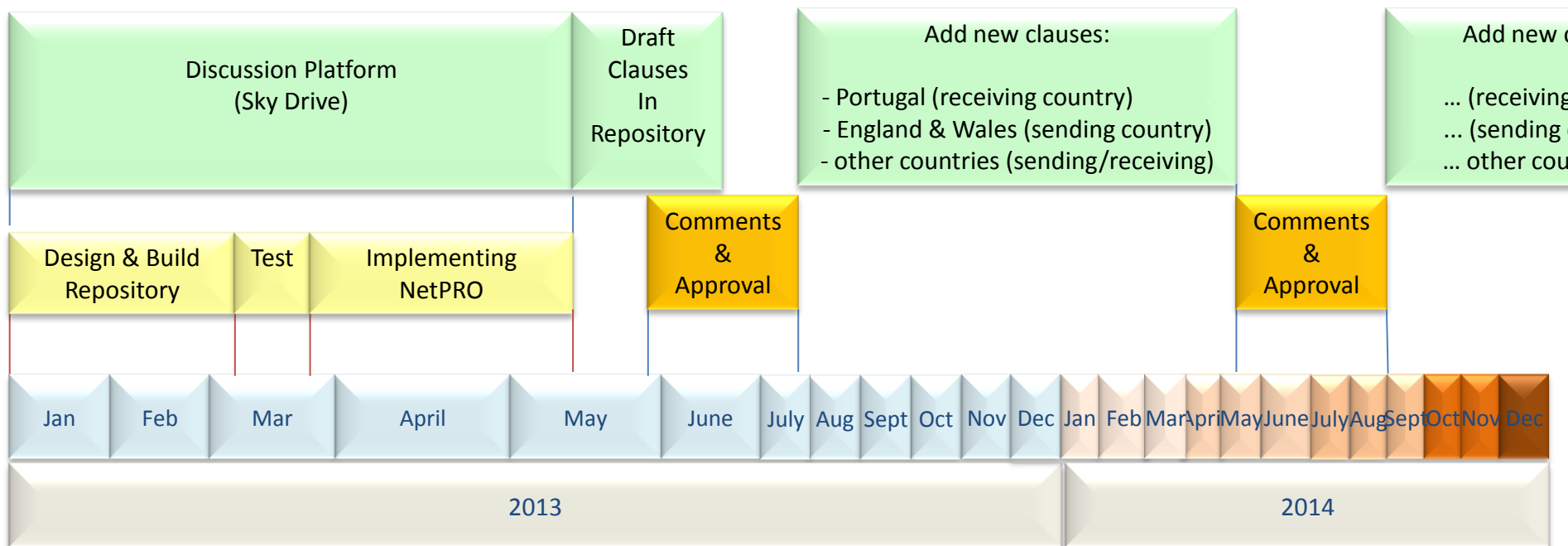
THE MORTGAGOR ADDRESS FOR NOTIFICATIONS IN THE EVENT OF FORECLOSURE, BOTH UNDER THE DIRECT FORECLOSURE PROCEEDINGS OR THE OUT-OF-COURT PROCEDURE BEFORE A SPANISH NOTARY PUBLIC, IS-----

E. IN CASE OF ANY COURT PROCEEDING SET FORTH BY THE APPLICABLE PROCEDURAL LAW REGARDING A MORTGAGE CREDIT OR FORECLOSURE, ON REQUEST, THE MORTGAGEE SHALL BE VESTED WITH THE ADMINISTRATION AND INTERIM POSSESSION RIGHTS OVER THE COLLATERAL AND EMPOWERED TO ADMINISTER THE COLLATERAL AND APPLY THE PROFITS AND INTERESTS TO THE PAYMENT OF LOAN COSTS AND INTEREST.

F. IN CASE OF FORECLOSURE, THE ENFORCEABLE AMOUNT SHALL RESULT FROM THE LIQUIDATION EFFECTED IN THIS MORTGAGE DEED AND EVIDENCED IN THE MANNER ESTABLISHED BY THE SPANISH LAW ON CIVIL PROCEEDINGS. AGREEMENTS ABOUT PLOT ADMINISTRATION AND POSSESSION IN FAVOR OF THE MORTGAGEE IN CASE OF TOTAL DEBT LIQUIDATION MUST BE CERTIFIED BY THE MORTGAGEE ACCORDING TO DEED CLAUSES, AND THIS LIQUIDATION MUST BE VERIFIED BY A NOTARY, AND NOTIFIED TO THE DEBTOR.



Discussion Platform/ Repository



Who will be next ?...
CROBECO II

