

Contract of Purchase

Mr/Mrs/Ms _____, PIN _____,
residing at _____, _____ ZIP _____,
(hereinafter referred to as **The Seller**) of one part

and

Mr/Mrs/Ms _____, PIN _____,
residing at _____, _____ ZIP _____,
(hereinafter referred to as **The Buyer**) of the other part

sign this **Contract of Purchase** of the transfer of ownership (hereinafter referred to as „The Contract“)

Article I.

Whereas the Seller is the absolute owner in possession of the unit no. _____/_____, a flat which is situated on _____ floor of the building Land registry Number _____, part of the city/town _____, allotment no. _____, with the unit no. _____ there is a joint ownership of _____ of the shared areas of the house no. _____, and joint ownership on the allotment premises no. _____, allotment no. _____, allotment no. _____, allotment no. _____, all of them registered in the Land Deeds no. _____ and no. _____ for cadastral area, municipality _____, registered by the cadastral office for _____, cadastral unit _____ (hereinafter referred to as „the Subject of Transfer“.

Article II.

The Seller sells the subject of transfer (see above Article I) to the Buyer via this Contract with all fixtures and fittings, and the Buyer accepts the Subject of Transfer (see above Article I of the Contract) and purchases the subject of transfer as a wholly owner.

Article III.

1. The Contractors have agreed on the total purchase price of the transfer of _____ **Kč.**
(_____ Czech Crowns).
The purchase price is final.

2. The Contractors have agreed that the total purchase price is to be paid by the Buyer:

*terms
of
payment*

Article IV.

1. The Seller is bound to transfer the subject of transfer onto the Buyer on _____ *date* _____ at the latest. In case of one part being upon default on payment or transfer, then the contractual party is the one to take responsibility for the default and is bound to pay a

contractual penalty of _____ Kč per each day of the default on payment or transfer to the contractual party of the other part.

In case of the Seller being default on the transfer by thirty (30) days or more then the Buyer is entitled to withdraw from the Contract of Purchase.

In case of the Buyer being default on the payment by thirty (30) days or more then the Seller is entitled to withdraw from the Contract of Purchase.

At the transfer of the Subject of Transfer, both parties will sign a Document of Transfer to state: the condition of gauge or any other measuring instrument (valid for the date of transfer). The Contractors are bound to cooperate to change and transfer the supply point.

2. All the payments for the services provided in relation to the use of the Subject of Transfer before the day of transfer are paid by the Seller. The Seller is bound to pay all the unpaid balance for any services provided in relation to use of the Subject of Transfer to the Buyer including those the Buyer has to pay.

The Buyer undertakes to pay all the overpaid balance for any services provided in relation to the use of the Subject of Transfer before the date of transfer to the Seller.

3. The risk of damage, unexpected disaster or unexpected worsening of the condition of the Subject of Transfer is passed from the Seller to the Buyer on the Date of Transfer and at the point of signing the Document of Transfer.

Article V.

1. The Seller declares that there is no legal defect upon the Subject of Transfer. The Seller declares that the Subject of Transfer is not subjected to any unresolved legal claims, claims in the bankruptcy proceedings, or restitution or any other claims, that there is no restriction on disposal with it. The Seller declares that the Subject of Transfer is not under enforcement, enforcement proceeding or under a request for the commencement of insolvency proceedings. The Seller declares that there has been no change or condition or nature either.
2. The Seller declares that there are no other contracts or agreements which could found the legal rights to the Subject of Transfer which are not to have been registered with the cadastral office or commancements to have been finally concluded.

3. The Seller is bound neither to establish any rights upon the Subject of Transfer onto a Third Party or to burden the Subject of Transfer in any other way.
4. The Buyer declares that he received the energy performance certificate to the specific unit according to § 7a art. 3, The Energy Efficiency Law No 406/2000 Cod. (electricity, gas and energy payment balance for the past three (3) years) that the Buyer has read carefully.
5. The Seller declares that he has been thoroughly informed by the Seller about the condition of the Subject of Transfer and has not found any defaults about it. The Seller declares that through the Contract of Purchase all rights and duties are passed on to him as the new owner of the Subject of Transfer according to the law.
6. In case of any information found misleading or untrue or contrary to Article V, par. 1 and 2 of the Contract of Purchase, or in case of the Seller breaching any commitments stated in Article V, par.3 of the Contract of Purchase and not withdraw the default within thirty (30) days, the Buyer is entitled to withdraw from the Contract.
7. The Contractors agree that in case of legal withdrawal from the Contract of Purchase, the Contract is dismissed instantly with the exception of contractual penalty payment. In such case, the Contractors are bound to return the provided performance promptly. The withdrawal from the Contract of Purchase must be in written form and the Act of Withdrawal must be delivered to the other contractual party. The contractual parties send any official documents to the stated addresses.

Article VI.

1. The Contractors sign the proposal for transfer of ownership in favour of of the Buyer.
2. The administration fees connected with the registration of property rights to the cadaster are paid by the Buyer.

Article VII.

1. The Contractors undertake to sign an amendment to this Contract or a new contract in case of not registering the property rights to the register in favor of the Buyer (in case of failure to meet statutory conditions for authorised deposit) according to this Contract within 14 days from the delivery of the negative decision from the cadastral office. The amendment to this Contract or the new contract must be written in a way to withdraw the alleged complaints, failures or defaults. In case one of the parties fail to meet the conditions stated in this Article, the other party can withdraw from the contract.

Article VIII.

1. The property rights of the Subject of Transfer of this Contract are acquired by the Buyer with all the rights and obligations on the day of the registration in the Land Register while the legal effects of the registration of the property rights and are passed on according to the registration permission retroactively to the day on which the application for the registration of the transfer of ownership was delivered to the competent cadastral office.
2. This contract is drawn up in _____ duplicates of the validity of the original, one (1) for each of the Contractors and one (1) for the purpose of proceedings of the authorised cadastral office.
3. This Contract can be changed or amended only according to an agreement of the Contractors in form of numbered documentary evidence.

In Prague _____, 201_

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The Seller

The Buyer