

PURCHASE AGREEMENT CHECK

Voorbeeldhof 12

19 October 2026

VERDICT

Moderate risk

A standard NVM purchase agreement (koopakte) with a financing condition, but without a building survey condition, without registration with the Kadaster, and with an asbestos clause that puts the risk on you.

CONTENTS

1	Summary & verdict	2	5	Risks that shift to you	6
2	Your deadlines	3	6	The VvE in your agreement	7
3	Conditions that let you withdraw	4	7	Notable in the attachments	8
4	Deposit, penalty and costs	5			

CHAPTER 1

Summary & verdict

VERDICT

MODERATE

A standard NVM purchase agreement (koopakte) with a financing condition, but without a building survey condition, without registration with the Kadaster, and with an asbestos clause that puts the risk on you.

KEY FINDINGS

- **No condition for a building survey:** article 18.1 sub c was left blank. If you find defects after the cooling-off period, they no longer let you withdraw.
- **The agreement will not be registered with the Kadaster** (article 16: "wel" is struck through). Between signing and the transfer on 6 January you are not protected if the seller goes bankrupt, the property is seized or the seller sells it again. That is more than eleven weeks.
- **Asbestos is your risk:** article 23 mentions asbestos-containing materials near the boiler room, in the roof boarding, the floor covering and the flues, and the seller guarantees nothing.

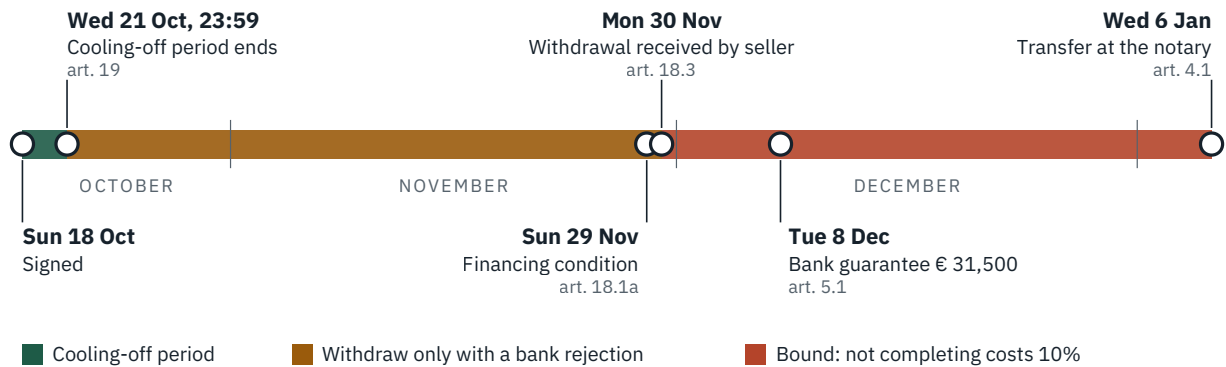
WHAT THIS MEANS FOR YOU

Use your cooling-off period (bedenktijd), which runs until Wednesday 21 October. Before it ends, ask the estate agent whether a building survey condition can still be added, and have the notary register the agreement (that costs the Kadaster fee plus the notary's fee).

CHAPTER 2

Your deadlines

Which dates from the agreement go in your calendar? Miss a date and the condition that goes with it lapses.



All dates at a glance

WHAT	DATE	ARTICLE
Agreement signed by you	Sunday 18 October 2026	signatures
Cooling-off period ends	Wednesday 21 October 2026, 23:59	19
Financing condition (six weeks after signing)	Sunday 29 November 2026	18.1a
Last day the seller must receive your withdrawal	Monday 30 November 2026	18.3
VvE consent to live there yourself, if the rules require it	Sunday 29 November 2026	18.2b
Bank guarantee or deposit of € 31,500 with the notary	Tuesday 8 December 2026	5.1
Transfer at the notary	Wednesday 6 January 2027	4.1

The cooling-off period starts the day after you receive the signed agreement (or a copy). If you received it later than 18 October, the end date moves with it.

CHAPTER 3

Conditions that let you withdraw

When can you still withdraw after the cooling-off period? Only in the cases listed here, and only on time.

- **Financing (18.1a):** for a mortgage of € 252,000, at the latest six weeks after signing. The interest and costs may not exceed what is "usual at the large lenders". You can only withdraw with a rejection from a recognised bank or insurer (18.3).
- **NHG (18.1b):** left blank, so no condition.
- **Building survey (18.1c):** left blank, so no condition. See chapter 5 for what that means for this building.
- **VvE consent (18.2b):** only if the rules require consent for owner occupation. Check the house rules (huishoudelijk reglement).

VERDICT

MODERATE The financing is well covered, but without a survey condition the cooling-off period is your only way out if the apartment disappoints.

CHAPTER 4

Deposit, penalty and costs

What does it cost if things go wrong? If you don't meet your obligations, you pay a penalty of 10% of the price.

- **Bank guarantee or deposit:** € 31,500 (10%), by 8 December 2026 at the latest (article 5).
- **Penalty:** 10% of the price, € 31,500, after a notice of default of eight days. If the seller insists on completion instead, it is 0.3% per day up to a maximum of 10% (article 14).
- **Two buyers, each liable for the whole:** you are jointly and severally liable (article 9). The seller can claim the full penalty from either of you.
- **Buyer's costs:** transfer tax, notary and Kadaster are for you (article 2.1, "verkoper" is struck through).
- **Reserve fund in the price:** your share of € 7,120.45 (12 October 2026) is included in the € 315,000 (article 13.1). You pay no transfer tax on that part. Ask the notary to deduct it from the taxable amount.
- **Movable items:** valued at nil (article 1).

CHAPTER 5

Risks that shift to you

Which clauses put a problem on your side? Most are standard, but two really matter for this building.

- **Asbestos (article 23):** the seller says asbestos was normal at the time of building, near the boiler room, in the roof boarding, the floor covering and the flues, and guarantees nothing. If you renovate, you pay for the removal.
- **Known and visible defects are yours (article 6.3):** what you could have seen at the viewing, you can't claim later. For hidden defects the seller only pays the repair costs, "new for old".
- **Rented water heater (articles 7.1 and 23):** the kitchen water heater is rented (€ 13.95 a month), more than 15 years old and can't be repaired if it breaks. It can be bought out for € 100 (list of items). Expect to replace it.
- **Dishwasher broken (list of items):** it stays, but doesn't work.
- **You declare you know the documents (article 6.2):** the deed of division, the rules and the articles of association. What's in them can't come as a surprise later.

VERDICT**MODERATE**

The asbestos clause and the missing survey make hidden defects your problem.

CHAPTER 6

The VvE in your agreement

What did you agree with the seller about the VvE? This is where an apartment differs from a house.

- **Service charges:** € 212.40 a month, plus € 36 advance for heating (article 23). The overview in article 8 ("the charges and obligations amount to:") was left blank. Ask the seller to fill it in, or have the notary use the VvE's statement.
- **No special debts or heavy decisions (13.2 and 13.3):** the seller guarantees this and is aware of "nothing" planned. Compare that with the minutes of 14 April 2026 and the maintenance plan (MJOP) 2024–2047 you received: a decision already in there is not covered by this guarantee.
- **Decisions from today on are yours (13.4):** if a meeting is held before 6 January, what it decides applies to you. You may vote on the seller's behalf once the conditions have passed ("wel" was kept).
- **Reserve fund:** you buy the seller's share, but the seller doesn't guarantee the amount on the day of transfer (13.1).
- **Building insurance:** you join the VvE's insurance (article 11).

VERDICT

LOW The VvE articles are standard and the seller gives the usual guarantees. Check the minutes for decisions already taken.

CHAPTER 7

Notable in the attachments

What did we see in the documents attached to the agreement?

- **Floor:** in the deed by which the seller bought, the apartment is on the **second** floor; in your agreement on the **third**. Ask the notary which description matches the division drawing, so the deed of transfer uses the right one.
- **Documents received (article 22):** deed of division and drawing, house rules, minutes of 14 April 2026, budget 2027, MJOP 2024–2047, energy label, building insurance policy, Chamber of Commerce extract and the property report. Annual accounts are missing; ask for the last two.

This report is not legal advice. We read your purchase agreement against a fixed checklist and point out what to check or ask about. We are not lawyers or notaries. If you're unsure about a clause or want something changed, ask your estate agent, the notary or a lawyer.