Building plot in small residential area, southern Baalaton

1.231 m² **6.299 €**

Property #:	CM17027
Village:	Kötcse
Region:	Somogy

Features:

- ✓ 1.231 m² Plot size
- ✓ Water
- ✓ AC 230V
- ✓ AC 400V
- ✓ Gas
- ✓ Sewage
- ✓ Telephone











Property description

Building plot in a small residential are (alltogether 8 plots). Water, elecdgricity, gas and sewage on the road (not connected yet). The neighbour plot (same size) can be acquired too). Not fenced.

Village Info Kötcse

Small village (about 450 inhabitants) in the outbacks of the lake Balaton (about 10km to the lake) between Szántód and Fonyód.

Purchase price:	6.299 €
Land Tax:	252 €
Costs of proceeding (authorities):	0 €
Certified statement of the land register:[1]	25 €
Registration fee land register:	17 €
Certified translation:[1]	216 €
Service fee Casa Mia:[1]	1.270 €
Costs of contract (lawyer):[1]	876 €
Total:	**9.013 €**

This calculation is based on an exchange rate of 396,90 HUF = 1,00 EUR .

[1] incl. VAT.

Casa Mia Hungary Bt.

H-9918 Felsõmarác, Fõ út 66
Phone 0036-70-6161093
Fax 0036-70-9002522
E-Mail office@casa-mia.at

Legal Notice

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Notes On Purchase.

Most Important: The Land Register.

In Hungary the acquisition of land must be in writing and be countersigned by a lawyer or public notary. The transfer of ownership ends with the entry in the land register. The registration of title in the Land Register is also prescribed to the transfer of property. The land registration procedure will be started by the countersigning attorney and he represents both parties in it. The Land Registry has to end it in 30 days and adopt decision about the change of the ownership structure.

The legal purchase transaction, inclusive the note in the real estate register will be done by a lawyer of our confidence.

Special Permission Needed For Non-EU-Citizens.

Non-EU-nationals are allowed to obtain the ownership of a non-farmland only with the permission of the competent county government. This letter of consent will be given, if the acquiring is not conflicting the interests of public interests and those of the local government. It's usually just a formality.

The period for completion is 30 days.

For Non-EU-citizens the acquisition of farmland (forest, field, orchard, vineyard, meadow) is forbidden.

Costs Overview: The Basis For Your Decision.

If you have decided for a specific property after careful inspection, Casa Mia hands out a written Casa Mia a written offer, which lists exactly all cost of the purchase. This cost overview at the current exchange rate will show you exactly with what total cost you have to expect. We also discuss the terms of payment and offer you solutions that bring the ideas and interests of both parties under one roof.

Contract With Or Without Authorization.

If you have enough time, you can sign a purchase agreement with a lawyer of our trust during your stay in Hungary. Advise and contraact in English.

In many cases, it's not possible to bring buyers and sellers at the same table in a short term. In this mandate is precisely defined, which property is on what terms Casa Mia on behalf of the customer to purchase. In this cases buyers authorize us with the management of the purchase.

In this mandate clarifys strictly, which object may be acquired at what price of Casa Mia on behalf of the buyer.

Escrow Account For Mutual Protection.

Sometimes the purchase with foreigners takes longer than between Hungarians. In addition, you invest money in a foreign country whose customs may well differ from those in your home country. Therefore provide our lawyers their own, permanent attorney escrow account that the buyer pays the purchase price, which will only be paid if the buyer is registered as the new owner in the land registry. So the seller has a guarantee that the buyer has the purchase price and the buyer has the guarantee that his investment will not be misused. The attorney escrow account and its management are regulated by law.

Deposit And Assumption Of Ownership.

The parties are fully free to design the sales contract but nobody likes waiting for money. That's why there are always special regulations around the (partial) payment of the purchase price and the ownership transfer (hand out of the keys). Often when signing a partial payment is agreed, the so-called Earnest Money or even equal to the purchase price paid in half and passed ahead in return the possession (keys). If there are no special agreements, the transfer of ownership takes place after land registration and simultaneously with the transfer of ownership.

Priority Notice In The Land Register.

Immediately after signing the contract, the lawyer requested a Priority Notice in the Land Register. The Land Registry is not allowed to subscribe further contracts to the same object of this date. This prevents rogue machinations.

Pre-emption Rights Are To Be Observed.

If the property is registered as a conservation area, the National Park Authority has a pre-emption right. In this case, our attorneys must also provide for the quitclaim deed of the National Park.

The Judges' Decision Takes Time.

Provided that the payment of the purchase price will be made simultaneously with the signing of the contract, the land registration can take about one month. This period arises from the deadline for the Land Registry (30 days), the mail and the duration of legal processing. Casa Mia has no influence on the duration of the proceedings.

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Terms and Conditions.

1. Scope of the general terms and conditions

The scope of the general terms and conditions apply to contracts concluded between the Casa Mia Hungary Bt. and natural persons or business associations with or without legal personality. The Casa Mia Hungary Bt. provides, accordingly the instructions of the client, with respect to the identified purpose, the purchase, exchange, lease, rent, usufruct, use, donation or lease of any house, land, or parts thereof (in general called an object). This includes the search for suitable land and the preparation and execution of these transactions.

2. Casa Mia´s data

Business name:
Casa Mia Hungary Ingatlanhasznosító és Beruházó Betéti Társaság
Abbreviated business name:
Casa Mia Hungary Bt.
Address:
H-9918 Felsõmarác, Fö út 66.
Number of company register:
18-06-105541
Court of registration:
County Court of Vas as court of registration
Tax number: 22128795-2-18
Statistical identify number:
22128795-7012-212-18
Phone: 0036-70-6161093
Fax: 0036-70-9002522

Each declarations mentioned in this general contract terms and conditions are only disclosed to Casa Mia Hungary Bt., if these were in written format, sent as offered letter and arrived at the firm's seat.

3. Conclusion of Contract

3. a) Conclusion of the contract for purchase or rent.

The properties offered by Casa Mia Hungary Bt. on its website, brochures, catalogs, price list, etc.) no means as a contract offer, but are merely an invitation to make a legally valid binding offer by the customer of the Casa Mia Hungary Bt. This Binding Offer may be issued in the native language of the prospective customers. On request, Casa Mia Hungary Bt. provides a corresponding form available on the website for downloading. Casa Mia Hungary Bt. may alter the solicitation of an offer at any time. The Casa Mia Hungary Bt. unfortunately can not guarantee, that the order of prospects can be actually satisfied accordingly the offer. It may happen, that the concerned object is no longer or is no longer available at the time of request. In this case we will be especially committed to providing alternative objects.

The contract comes through about acceptance of the offer by the Casa Mia Hungary Bt. This can be done by mail, fax, e-mail, or in any other written form. But it is sufficient, if Casa Mia Hungary Bt. does the order compilant the offer. Casa Mia Hungary Bt. shall acknowledge receipt of the offer immediately, but not later than within 7 days. In the absence of confirmation the binding offer will expire. This 7-day period may be extended if no confirmation of the binding offer can be overtaken by the absence of this seller. In this case, the Casa Mia Hungary Bt. have to inform the buyer in writing via email, fax or mail.

3. b) Liabilities

The final real estate purchase contract is concluded by the signature at a Hungarian lawyer or notary. The official language is Hungarian. Before signing the client receives a contract in his native language (or in the language of his choice) to the previous control by email, fax or by mail. Legally, the Hungarian version is binding. The foreign language versions are only for the buyer's inspection. The contract tranlator (lawyer/ translation) agency shall be liable for the correct translation.

The details about an object made with the diligence of a prudent real estate agent by Casa Mia Hungary Bt. For the accuracy of such information, which are based on information of the owner or a person entitled to dispose over an object, no guarantee can be given by Casa Mia Hungary Bt. The broker shall be liable to consumers notwithstanding the legal basis only for intent and gross negligence. Liability for slight negligence is excluded.

Real estate purchase contracts not subject to the provisions for Distance Selling Act contracts.

4. Legal matter of the contract (performance)

The subject of the contract is (brochures, catalogs, price list, webshop etc.) observed thoroughly in the solicitation of the offer. Of course Casa Mia Hungary Bt. can provide information on the exact characteristics of instructional land there. Casa Mia Hungary Bt. reserves the right to change the allowed invitation to treat before signing the contract at any time.

In many cases Casa Mia Hungary Bt. is in relation with other persons and companies, which can be taken on their part as agents to complete, to fulfill the contract concluded. For these individuals, the Casa Mia Hungary Bt. is liable as if they had acted themselves.

5. Service fee (Agency commission)

Casa Mia Hungary Bt. has a legal right to take agency commission in following cases:

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■ If the agreed legal transaction is concluded by a written declaration of intention through Casa Mia Hungary Bt., or
■ If the parties enter into another transaction, by intercession of Casa Mia Hungary Bt (e.g. donation instead buying, leasing rather than buying) instead of the originally agreed contract type.
■ If a person other than that provided for in the mediation agreement property (eg apartment instead of home) is made the subject of the contract by the transactions performed by the Casa Mia Hungary Bt contractors.
■ If a transaction does not come with one mentioned by Casa Mia Hungary Bt prospective, but with a third party because it performs a statutory or contractual preemption, resale or a right.
■ If the relevant person, agreed in the contract does not terminate the authority, but whose relatives or business association with their participation (and its legal successor, or caused by conversion business association, or whose leading officials, or members (and their relatives).
■ If the person in accommodation requests a contract with another enclosed until after termination of the contract concludes also the above group of people, that was him still conveys during the contract existence of Casa Mia Hungary Bt.
■ If the prospective buyer announces the possibility of concluding a legal transaction to a third party and this one closes the deal, the prospective buyer is liable for the agreed fee, if the third party refuses to pay.
■ If the Contracting Parties are using Casa Mia Hungary Bt as a broker, even if they are already independently in contact at other levels.

6. Rate of agency commission

The basis for calculating the commission is always based on the actual purchase price of the property inclusive any expense, rental or lease price of the arranged plot, according to the number of parcels and the purchase agreements to be established. Side agreements of the contracting parties have no influence on the level of the service fee Casa Mia Hungary Bt. entiteld. The amount of commission is 3% of the purchase price, or minimum of € 1.000, - plus 27% VAT.

Casa Mia Hungary Bt is entitled to agree commissions with both parties of a legal transaction, or to ask from each group of the various Parties. The commission is due upon conclusion of the contract in cash. Changes in the method of payment must be in writing.

The amount of commission for brokerage other marketable rights is as follows: When calculating the broker's commission for lease of farmland, at main or sublet, other use or use contracts to any house, apartment, business premises, it depends on the duration of the contract:

■ For rent with max. 24-month period 2 monthly rents (use charge) + 27% VAT.
■ For rent with more than 24-month period 3 monthly rents (use charge) + 27% VAT

For not explicitly listed legal transactions the commissions are freely negotiated, but the amount is based on the calculation method above.

If you do not appear to view to real-estate in the agreed and fixed time on site personally or with authorized representative, Casa Mia Hungary Bt. is entitled to invoice 10000 HUF + 27% VAT hourly rate as well as accumulating charges.

7. Resignation of the contract

7. a) During the term of an Exclusive Agency Contract, only the client itself can convey the property, not even through an assigned third party. This prohibition also applies to the relatives of the client and the business associations with his participation. Casa Mia Hungary Bt. is replaced to place the propety accordingly under instructions of the client exclusively.

7. b) Does the client, contrary to the waiver, decide to give the property to another interested party, without notifying Casa Mia Hungary Bt. within the agreed period, a lump rate for breach of contract in the amount of commission in point 6 has to be paid.

7. c) If the Exclusive Agency Contract is terminated through no fault of Casa Mia Hungary Bt. by the contracting authority prematurely, a lump rate for breach of contract in the amount of commission in point 6 has to be paid.

7. d) The duration of Exclusive Agency Contracts resulting from the agreement concluded with the contract.

7. e) The General (non-exclusive) Agency Contracts are concluded for an indefinite period and may be dissolved with immediate effect at any time.

7. f) The client has to inform Casa Mia Hungary Bt. in writing, if he wants to terminate the contract or if he sold the property successfully itselfs immediately (within 3 working days). If he fails to do so, Casa Mia Hungary Bt., can charge a lump rate of 30,000 HUF + 27% VAT.

7. g) After the customer agrees a deal with a prospective costumer named by Casa Mia Hungary Bt. the commission is still legally due even if a cancellation of the contract occures.

The client also has to pay commission if the business contradict the general civil law principles (good faith), meaning that conclusion of the deal can not be established because the client delayed contrary to the previous negotiation process, failing to provide an explanation without important reason.

8. Withdrawal of the contract

The consumer may rescind the contract within 14 days after signing the contract. This right of the consumer can be applied from that day on which he has concluded the contract. Casa Mia Hungary Bt. is obliged to refund payments made by the consumer on the benefits of Casa Mia Hungary Bt. not later than in 30 days after the resignation. Excluded from the repayment are business services (such as contracts) or fees (e.g. land register excerpts). Services which are attributable directly the Casa Mia Hungary Bt. (e.g. travel expenses, working time) may be charged only in the actually incurred amount and reduce the repayment. The consumer bears the cost of remittances back recoverable sum, beyond that nothing comes at his expense. The advice of cancellation can be in free writing, by email, fax or even be made orally with written counter-confirmation. Casa Mia Hungary Bt. provides on its website an appropriate form available for download.

Only the relation between the customer and Casa Mia Hungary Bt. is regulated by the Conditions of Use. Purchase contracts themselves are usually concluded between two natural persons (parties). There is no right of withdrawal. The right of withdrawal can not be exercised under the following conditions:
■ If the consumer has expressly requested as principal premature action within the withdrawal period.
■ If the contract was concluded in the offices of Casa Mia Hungary Bt.

Fluctuations in fees or service lines, which are caused by exchange rates and not lying within the control of the

Terms and Conditions.

Casa Mia Hungary Bt., establishes no right of withdrawal.

Consumer is a person who enters into contract because of the purpose besides his trade or profession.

9. Warranty

Casa Mia Hungary Bt. ls liable for the transmission of specified as an object of mediation contract law on the legal title of the job contract, and if it is possible for its entry in the Land Register. Casa Mia Hungary Bt. does not guaranty for the specified data (e.g. area measures) and identify hidden errors of the property. This data is also provided to us by the property owner or from Land Registry. So the claims can only be brought against these people to bear.

10. Data protection

Casa Mia Hungary Bt. may manage the necessary for the identification of the client, to the treaty establishing, for accounting and for in-house marketing purposes data. Casa Mia Hungary Bt. is not allowed to hand-out this data to third parties. On request, the data will be deleted unless they are not required for legal purposes.

11. Cooperation

During all proceedings both parties are obliged to mutually cooperate in good faith and according the principle of honesty. They must work together with the contract and take the legitimate interests of the contractor into account. Even before the conclusion of the contract, the parties must provide each other with information on the entire circumstances of the concluded contract. The parties will also cooperate in performance of the contract. The obligated party for the performance is generally expected behavior of the contract, to show that in the given situation. The claimant has to assist in the fulfillment of the contract as well.

12. Hireing Of Lawyer

The selection of the lawyer is up to the Casa Mia Hungary Bt.

13. Juristication

For the disputes arising contracts only the City Court Szombathely or the County Court of Vas is responsible.

14. Governing Law

The provisions of the Hungarian law applies to this contract. Other verbal agreements are invalid. Modifications of this contract must be in writing. We remind that it is a translation of the Terms and Conditions from Hungarian to the English version. In case of dispute the Hungarian version shall prevail.

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