### CM24050

# Manor at the slovenian border. Rare opportunity.

8.200 m<sup>2</sup>

# 140 m<sup>2</sup>

Property #:CM24050Village:LendvajakabfaRegion:ZalaConstructionZiegel

### Features:

- ✓ 140 m<sup>2</sup> Living space
- ✓ 8.200 m<sup>2</sup> Plot size
- 🗸 Water
- 🗸 Well
- AC 230V
- ✓ AC 400V
- 🗸 Gas
- ✓ Cable/Sat
- Central Heating
- ✓ Shower/WC
- ✓ Tub/WC
- 🗸 Cellar











229.194 €

### Property description

### aerial photographs

Rare gem surrounded by streams and forests on the border between ŐRSÉG and HETÉS, in western Hungary, on the border with Slovenia, for sale.

The property is located on two building plots with a total of 8,200 m<sup>2</sup>. Parts of it are a large, arboretum-like garden with four huge hundred-year-old black pines, an ash forest and a pond. The property is located on the edge of the village with a panoramic view of the pastures. The house is in bourgeois style and was built solidly by its first owner, a bricklayer, in the 1940s. Large rooms, high ceilings (300 cm) and impressive door and window sizes characterize the house's interior. The house was completely renovated in 2019 and is rare to find in its form.

The residential and commercial building with the residential house, an apartment and the commercial wing is on the southern plot. The usable area in the living area is around 190 m<sup>2</sup> and is divided as follows:

### Residential building (approx. 90 m<sup>2</sup>)

Large, glazed entrance area (conservatory), central anteroom with tiled floors, bathroom with shower, large bedroom with room-wide sliding door wardrobe (solid wood sliding doors), living room with valuable oak solid wood parquet. Small bedroom with wardrobe. Kitchen with individual carpentry work with all appliances. From the kitchen you can get to the large

Durchaca prica	229,194€
Purchase price:	229.194 E
Land Tax:	9.168€
Costs of proceeding (authorities):	0€
Certified statement of the land register: <sup>1</sup>	51€
Registration fee land register:	54€
Certified translation: <sup>1</sup>	216€
Service fee Casa Mia: <sup>1</sup>	8.732 €
<u>Costs of contract (lawyer):</u> <sup>1</sup>	2.911€
Total:	250.384 €

This calculation is based on an exchange rate of 392,68 HUF = 1,00 EUR .  $^{1}$  incl. VAT.

# Casa mia

### Casa Mia Hungary Bt.

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

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utility room via a pantry. From here you can get to the basement (2 rooms, approx. 25 m<sup>2</sup>) or the garden via an anteroom. This is followed by the former stable as a storage room. A covered arcade leads to the

Apartment (approx. 50 m<sup>2</sup>)

This is a large room that can be divided at any time with lightweight walls. The apartment also has a bathroom with a bathtub, toilet and sink.

Garage, covered barbecue area, sauna-whirlpool complex. At the end of the building, on the first floor, there is a summer house "bunker" for children and adults. From here you can enjoy a wonderful panorama of the surrounding meadows and your own small ash forest.

On the north-facing property there is the covered organic sewage treatment plant (20 m<sup>3</sup>). An outbuilding could be built here at any time. Currently, the property is mainly used for growing vegetables in raised beds.

The following work was carried out during the renovation work in 2019:

- The floors of the rooms were excavated to a depth of 30 cm. The new structure is as follows: Washed gravel, reinforced concrete (10 cm), bitumen waterproofing (4.5 cm), EPS nonslip (10 cm), foil, screed concrete (8 cm)

- The walls were re-plastered (rustic special plaster) and painted

- Complete new installation of the water, electricity, sewage and heating systems. Water piping in the floor with five-layer pipes, partly designed as underfloor heating

- Partly completely new, partly reinforced rafters in the roof system. Completely new covering with roof battens, roof foil, tile covering

- Partly completely new wooden beam floor construction in the attic

- Thermally insulated double-chamber quality windows from KÖMMERLING made of white plastic

- Interior doors, wall paneling in English style. Kitchen furniture, built-in cupboard system with full-wall sliding doors. All custom carpentry work.

- External insulation with 10 cm wall insulation system with fine plaster, 5 cm insulation on the base painted in the base color

### Further technical information:

House wall structure: 47 cm made of small-format solid brick, with external 10 cm thermal insulation system.47 cm made of small-format solid brick, foil, 5 cm insulation, foil, 5 cm Ytong, spacers around the masonry, networked in the rear wall area. The ceiling construction in the house area is traditional with

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plaster on wooden boards and carrier material. New wooden beam ceilings in the utility room.

The entire roof structure in the wood storage and workshop area is new.

Here and in the utility room, old tiles were removed, cleaned and reprocessed. Sidewalk paved with BARABÁS cobblestones and the 140 m<sup>2</sup> extension with the same paving

### Utilities:

Electricity 3x16A, 1x20A night electricity, gas, local water. Own well with a depth of around 8 m and good water yield on the southern property, a drilled well on the northern property is around 15 m deep. Fermenter (bio-sewage treatment plant) with a capacity of 20 m<sup>3</sup>.

The hot water for the central heating with radiators (and partly underfloor heating) is provided by a new WESTEN condensing gas boiler, which is controlled by a WLAN thermostat. An 80-liter electric boiler provides hot water in the apartment. The hot water in the house comes from a gas boiler.

The garden area is fenced, but the ash forest is not, so that on a pleasant summer evening you can watch the wildlife up close from the garden.

The property can be handed over fully or partially furnished on request.

The property is being rented out for health reasons. Minimum time to occupy: 6 month.

### Village Info Lendvajakabfa

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## 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.

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### 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:

Casa mia C

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# Terms and Conditions.

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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

### 6. Rate of agency

### commission

other levels.

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 Excklusive 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.

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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. Is 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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