

# Questionnaire - Condominiums

**Seller** Daniela Lilla Rossi, Hägerstensvägen 209, 12653 Hägersten  
**Object** Bostadsrätten till lägenhet nr 11-2B med adress Hägerstensvägen 209, 12653 Hägersten, i föreningen Brf Manteln 6, 769607-4710

## Questions to answer about the condominium:

- 1 a.** When was the condominium acquired? 2022-03-22      **1 b.** What is the area of the apartment? 23 kvm
- 1 c.** How big is your monthly fee to the association? 2 786 kr
- 1 d.** Is your apartment mortgaged, if so to which lender?  
Yes, SBAB
- 1 e.** Do you know if the association has decided or discussed any fee increase or any action that can mean a fee increase?  
No
- 1 f.** Do you have any debts to the association?  
No
- 2.** Has any improvement or repair work been carried out in the apartment during your stay, and if so when?  
Yes, A new induction oven was installed and gas line removed, apartment was repainted, kitchen cabinetry repainted, and new built-in wardrobe installed.
- 3.** Have you observed or had reason to suspect moisture penetration, moisture damage, rot or similar in the apartment?  
No
- 4.** Have you observed or had reason to suspect deficiencies or faults in the apartment's electrical, gas, ventilation, water or sewage system, and if so when?  
No
- 5.** Have you observed or had reason to suspect deficiencies or faults in thermal insulation in exterior walls, floors or ceiling, and if so when?  
No
- 6.** If there is a fireplace in the apartment, you have observed or had reason to suspect cracks in the chimney or the fireplace in the apartment, and if so when?  
No
- 7.** Have you observed or had reason to suspect deficiencies or faults in the apartment's mechanical equipment (stove, fridge, freezer, washing machine and dishwasher, etc.), and if so when?  
No
- 8.** Have you observed or had reason to suspect any other deficiencies or faults in the apartment that the buyer should be informed about? Try to imagine the buyer's situation.  
No
- 9.** How many keys are there in total to the apartment?  
2 st

## Meaning of the answer

Please note that the fact that a question has been answered with a no does not guarantee it freedom from error in the survey in question, but only means that knowledge or suspicion of error does not is with the person who submitted the answer. Also note that an error or suspicion of error such as the seller pointed out in the normal case can not be invoked by the buyer.

**Signature**

Signed digitally

**Seller**

It is hereby certified that the above questions have been answered carefully and that I / we have read the information regarding the responsibility for the condition of the condominium on the page below.

**Buyer**

It is hereby certified that I / we have read the answers given by the seller and the information regarding the responsibility for the condition of the condominium.

-----  
Buyer Signature

-----  
Name Clarifying Buyer

## Appendix to questionnaire

### Information about the buyer's duty to inspect, etc.

#### Starting point for the division of responsibilities when transferring a tenant-ownership

After the purchase, the condominium must correspond to what has been agreed between the buyer and seller and what the buyer has reason to expect, seen in the light of the condominium's age, price, condition and use. The rules on errors in tenant-ownership are found in the Purchase Act (since a tenant-ownership is movable property), but when examining errors and liability for error, inspiration is often taken from the rules in the Land Code. Some of the rules have also been formed through practice, after disputes about errors and liability for errors have been tried by a court.

#### Buyer's duty to investigate

The buyer's examination of the condominium is usually made possible by a viewing of the home. If the buyer has carried out an investigation before his purchase, the buyer may not subsequently, as a fault, invoke what should have been noticed during the investigation. If the buyer pays attention to something in his investigation, and can not draw any conclusions from this himself, the buyer must proceed; by hiring an expert, to fulfill its duty of investigation. Described differently, the buyer can not subsequently invoke something as an error, if it can be established that the circumstance would have been discovered if such an investigation that had been called for had been carried out.

The buyer should also keep in mind that the seller is not responsible for errors or omissions that the buyer should have anticipated or should have expected. Should e.g. If an error occurs on any of the apartment's white goods, it may be something the buyer can count on, taking into account its age and estimated life.

The buyer's obligation to investigate includes not only the tenant-ownership but also conditions around the tenant-owner association should be examined, e.g. whether the association is to carry out major renovations, increase its fees or the like. A contact with representatives of the association should therefore be included in the buyer's survey, as well as a review of the articles of association and the latest annual report.

#### The seller's obligations and the importance of the tenant-ownership being transferred to its existing condition

In order for the seller to be liable for an alleged defect, when the condominium is sold in its existing condition, it is required that the circumstance means that the condominium is in significantly worse condition than the buyer with regard to age, price, use and other circumstances could reasonably assume. The fact that the tenant-ownership is transferred to its existing condition can thus be described as a form of limitation of liability on the part of the seller.

However, it is the seller's responsibility to provide information on significant matters concerning the condominium. Even if the condominium has been sold in its existing condition, it can thus be considered incorrect if the seller has withheld circumstances of significance to the buyer before the purchase. If the seller has acted in a manner contrary to good faith and honor, the seller can not object that the buyer has breached his duty to investigate. It is thus in the seller's own interest to inform the buyer of errors or symptoms of errors that the seller knows - or suspects. What the seller has reported can normally not later be invoked by the buyer as incorrect.

Furthermore, the seller is responsible for commitments made by the seller. Commitments can also mean that the buyer's obligation to investigate a certain relationship is reduced as a result of such. However, general praise or general statements are not considered commitments.

#### Freedom of contract

This information describes, in brief, the division of responsibilities that by law apply between buyers and sellers. However, there is freedom of contract in the matter of the division of responsibilities, which means that the parties can agree on a different division than the one described above. Examples are when a seller disclaims liability through a disclaimer, or when a hidden non-life insurance is taken out for the item.