## FORTKAJ

**Objection template** 



HER BLIVER DU DEL AF NOGET

## **GANGSTED**

## **OBJECTION TEMPLATE FORTKAJ**

## Handover proceeded 13. september 2021

Adress: \_\_\_\_\_ Condominium no. \_\_\_\_\_

Køber(e): \_\_\_\_\_

In connection with the signing of the handover protocol of 13 September 2021, where the owner-occupied apartment was transferred without withholding the purchase price, the Buyer has established the following conditions, which necessitate that the Buyer will make objections.

The objection must be sent by e-mail and must be Seller in hand no later than Wednesday, September 15, 2021, at. 20:00. Objections are sent to projekttsalg@gangsted.dk and to pkn@nordkranen.dk with the heading stated as "Objection - ejl.nr. X "

Note: according to the purchase agreement pkt. 9.5 there is a de minimis limit of DKK 25,000 excl. VAT for back-hold

Declaration No. 1	The Buyer demands that the following marked defects stated in the at- tached defect list or residual defect list must be remedied by the Seller, but that the defects are not so extensive that they must result in a delay in the release of the purchase price after obtaining a registered deed as security for the Seller's remedy. outstanding deficiencies. (If the amount is less than DKK 25,000 excluding VAT, cf. section 9.5, no withholding may take place.)	
Declaration No. 2	The Buyer requires that the following marked defects stated in the at- tached deficiency list or residual defect list must be remedied by the Seller, and must result in a withholding of DKK See here the clause of the purchase agreement. 9.5 - 9.6. The detention is released successively when the parties agree that the deficiencies have been rem- edied. See also the Purchase Agreement's clause. 9.6.	

Declaration No. 3	Buyer and seller do not agree on the existence of the defects, the extent and / or the size of the repair costs.
	The seller is of the opinion that only justified can be withheld DKK in connection with the release of the pur- chase price.
	If the Buyer does not accept this amount, the Buyer must then immedi- ately and within 10 working days cause a request to be submitted to the Arbitration Board for Construction (with a copy to pro-jektsalg@gang- sted.dk and to pkn@nordkranen.dk) for to have the possible deficiencies and any repair costs assessed by an independent appraiser. Only an amount corresponding to the appraiser's assessment can then be with- held. In this regard, reference is made to clause of the purchase agree- ment. 9.6
	If the buyer has not submitted a request for assessment by an indepen- dent appraiser in time, the amount unlawfully withheld by the buyer must be released to the seller in its entirety.

f declaration 1 or 2 is ticked, the Seller must accept this amount upon release.

The seller may, however, object to the purchase agreement clause. 9.6. This is done by the Seller returning the Opposition Letter to the Buyer per. e-mail with Seller's signature on with dating and with marking of cross by declaration 3. Note Seller has not accepted the existence and justification of the defect simply by stating an amount in declaration 3.

Copenhagen \_\_\_\_\_ September 2021 As Buyer

As Seller

This translation has been prepared solely for the purpose of any linguistic misunderstandings in the Danish version and is not legally valid

