Checklist before signing a contract to buy an apartment from a developer

A checklist to tick, based on the Sale (Apartments) Law and the Investment Protection Law. Updated 7.11.2026

Before any payment

- [ ] Do not sign a reservation form or pay a deposit before the contract has been reviewed.
- [ ] Obtain the draft contract, the technical specification, the plan and the payment schedule.
- [ ] Check the developer's identity, the rights in the land, the status of the permit and whether there is bank financing (escrow).
- [ ] Keep every offer or advertisement from the sales office: price, discounts, credits and upgrades.

The money you pay

- [ ] Above roughly seven percent of the price, every payment must be backed by a security under the Investment Protection Law: a bank guarantee, an insurance policy, a charge, a cautionary note or transfer of ownership.
- [ ] In a bank-financed project, pay only into the project escrow account, never into another account, even at the developer's request.
- [ ] The payment schedule in the contract matches the securities: each payment receives a security.

Indexation

- [ ] Check the linkage to the Construction Inputs Index and its scope, which the law limits.
- [ ] Make sure indexation stops at the contractual delivery date.

Delivery date and compensation

- [ ] A clear delivery date in the contract, with defined and narrow grounds for postponement.
- [ ] Compensation for delay under section 5A of the Sale (Apartments) Law. A delay of up to one month does not give rise to compensation.
- [ ] Do not sign a waiver or a postponement annex without review.

Specification and plan

- [ ] Keep a signed copy of every plan, and check the parking space and storage room on it as well.
- [ ] Check the specification, the list of credits and the mechanism for changes and additions.
- [ ] An incomplete specification works in the buyer's favour: under section 5 of the Sale (Apartments) Law, an item that should have been specified is deemed promised at a high quality.

Clauses worth amending

- [ ] Agreed compensation and cancellation clauses drafted solely in the developer's favour.
- [ ] The contribution to the legal expenses of the developer's lawyer, which is limited under section 6C of the Sale (Apartments) Law.
- [ ] Every agreed change is written in an annex signed together with the contract. Changes are made before signing, not after.

- [ ] The statutory protections cannot be waived to the buyer's detriment (section 7A of the Sale (Apartments) Law).

On delivery day

- [ ] Inspect the apartment before accepting it, preferably with a professional inspector.
- [ ] Record the defects in the delivery protocol.
- [ ] A non-conformity that could have been discovered on delivery must be notified to the contractor within one year of delivery (section 4A of the Sale (Apartments) Law).

What to bring to the lawyer

- [ ] The draft contract, specification, plan and payment schedule.
- [ ] The reservation form, if you have already signed it, and a certificate of eligibility if the purchase is under a discounted-apartment programme.
- [ ] A mortgage approval in principle, if any, and details of other apartments you own (for the purchase tax calculation).

Sources: Sale (Apartments) Law, 5733-1973, sections 4A, 5, 5A, 6C, 7A; Sale (Apartments) (Assurance of Investments of Persons Acquiring Apartments) Law, 5735-1974, section 2. This checklist is general information and not individual legal advice.

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