



The International Comparative Legal Guide to:

Real Estate 2015

10th Edition

A practical cross-border insight into real estate law

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Advokatfirman Vinge
Ali Budiardjo, Nugroho, Reksodiputro
Andreas Neocleous & Co LLC
Austen-Peters & Co.
Balčiūnas & Grajauskas
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Capital Legal Services
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Suzie Levy

Group Consulting Editor
Alan Falach

Group Publisher
Richard Firth

Published by
Global Legal Group Ltd.
59 Tanner Street
London SE1 3PL, UK
Tel: +44 20 7367 0720
Fax: +44 20 7407 5255
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Switzerland

Yves Jeanrenaud



Amanda Burnand Sulmoni



Schellenberg Wittmer Ltd

1 Real Estate Law

1.1 Please briefly describe the main laws that govern real estate in Switzerland. Laws relating to leases of business premises should be listed in response to question 10.1. Those relating to zoning and environmental should be listed in response to question 11.1.

Switzerland has a civil law system. Real estate is mainly regulated by the Federal Swiss Civil Code (SCC) and the Federal Swiss Code of Obligations (SCO):

- Art. 641 to 712(t) SCC: real estate and rights of pre-emption.
- Art. 730 to 875 SCC: servitudes and mortgages.
- Art. 942 to 977 SCC: land register.
- Art. 58 SCO: liability of owners for defects of a building.
- Art. 216 to 221 SCO: real estate sales and purchases, options and pre-emption rights.

Real estate is also regulated by the Law on the Acquisition of Real Estate by Non-Residents (“Lex Koller”), the Law on Farmland Property, the Debt Enforcement and Bankruptcy Law (Art. 133 to 143b regarding real estate security) and the Ordinance on the Land Register.

1.2 What is the impact (if any) on real estate of local common law in Switzerland?

There is no common law in Switzerland.

1.3 Are international laws relevant to real estate in Switzerland? Please ignore EU legislation enacted locally in EU countries.

Only the Hague Trust Convention of 1 July 1985 in relation to the registration of trusts in the land register and double taxation treaties in relation to the source tax on interest payments and real estate capital gains tax are relevant.

2 Ownership

2.1 Are there legal restrictions on ownership of real estate by particular classes of persons (e.g. non-resident persons)?

The acquisition of Swiss real estate by foreigners is restricted, as defined by the Swiss Federal Act regarding the Approval of the

Acquisition of Property by Persons Abroad (Lex Koller). As a rule, foreign nationals need authorisation to acquire real estate in Switzerland, but not to lease real estate. Property that is used as a main residence by a natural person at his/her place of domicile or as a permanent business establishment for the exercise of an economic activity may be acquired without authorisation.

3 Real Estate Rights

3.1 What are the types of rights over land recognised in Switzerland? Are any of them purely contractual between the parties?

Swiss law mainly provides for:

- sole or joint ownership;
- co-ownership or condominium-principled co-ownership;
- usufructuary rights;
- building rights (the right to construct and maintain a building on a property for a certain period of time);
- emption, pre-emption and redemption rights;
- servitudes and mortgages; and
- lease agreements.

Lease agreements are purely contractual between the parties. Emption and pre-emption rights, as well as servitudes and mortgages, can also be contractually agreed.

3.2 Are there any scenarios where the right to a real estate diverges from the right to a building constructed thereon?

In case of a right to build, the right to a real estate (land) diverges from the right to a building constructed thereon.

4 System of Registration

4.1 Is all land in Switzerland required to be registered? What land (or rights) are unregistered?

Switzerland has a tract index system for the registration of ownership, leasehold and security interests in real estate. In general, there is no unregistered land. Lease agreements are usually not registered. However, it is possible to annotate such agreements in the land register.

4.2 Is there a state guarantee of title? What does it guarantee?

No, there is no state guarantee of title. However, registrations as set out in the Land Register are in good faith and therefore, in general, are protected.

4.3 What rights in land are compulsory registrable? What (if any) is the consequence of non-registration?

Transfer of interests in real estate requires the registration of the transfer in the land register. Failure to do so does not make the transaction void or voidable, but prevents closing and perfection of the transaction. Also, ownership, servitudes and mortgages have to be registered in the land register to be valid.

4.4 What rights in land are not required to be registered?

Lease agreements, emption, pre-emption and repurchase rights are not required to be registered.

4.5 Where there are both unregistered and registered land or rights is there a probationary period following first registration or are there perhaps different classes or qualities of title on first registration? Please give details. First registration means the occasion upon which unregistered land or rights are first registered in the registries.

As a rule, registration of an ownership, leasehold or security guarantees title and priority to the registering party over later registrations. There is no probationary period following first registration nor different classes or qualities of title on first registration.

4.6 On a land sale, when is title (or ownership) transferred to the buyer?

Ownership is transferred to the buyer as of the date of the application's entry in the "journal" of the land register, provided the application is registered later on in the "main register" of the land register.

4.7 Please briefly describe how some rights obtain priority over other rights. Do earlier rights defeat later rights?

Swiss law provides for statutory priority for recorded instruments. In general, the principle "first in time, first in right" applies except for mortgages which have an assigned rank among each other, irrespective of the time of registration. Priority among interests can be reordered by contract between the parties.

5 The Registry / Registries

5.1 How many land registries operate in Switzerland? If more than one please specify their differing rules and requirements.

Switzerland has no centralised land register. Switzerland is divided into 26 cantons (states) and each canton decides the organisation of its land register.

5.2 Does the land registry issue a physical title document to the owners of registered real estate?

The owners of real estate may ask for an extract of the land register where ownership is mentioned but there is no "physical title".

5.3 Can any transaction relating to registered real estate be completed electronically? What documents need to be provided to the land registry for the registration of ownership right? Can information on ownership of registered real estate be accessed electronically?

Transactions relating to registered real estate shall be completed with a public notary.

The new owner of the real estate needs to file to the land register an application for registration; such application must include all of the documents regarding the ownership (sale and purchase agreement, succession title, etc.). In some cantons, information on ownership is accessible online.

5.4 Can compensation be claimed from the registry/registries if it/they make a mistake?

The cantons are responsible for any damage resulting from the bad upkeep of the land registry or resulting from false information.

5.5 Are there restrictions on public access to the register? Can a buyer obtain all the information he might reasonably need regarding encumbrances and other rights affecting real estate?

Only some information is available to the public (such as ownership, description of the real estate, form of property, date of acquisition, servitude, mentions, restrictions to sale, etc.). Extended information is available only to people justifying a specific interest or necessity.

The buyer can obtain all of the information he might need and the public notary usually provides him with the appropriate extract from the land register.

6 Real Estate Market

6.1 Which parties (in addition to the buyer and seller and the buyer's finance provider) would normally be involved in a real estate transaction in Switzerland? Please briefly describe their roles and/or duties.

The public notary – in the cantons where he is not also a public officer – is usually involved in a real estate transaction. He will prepare the draft sale and purchase contract, organise the signature of the parties, receive the funds from the buyer, pay the related taxes, transfer the funds to the seller and organise the registration of the transaction in the land register.

Lawyers may also assist the buyer and seller in reviewing the contract and conducting due diligence. Other parties, such as selling and purchasing agents, real estate managers, valuers, consultants and banks may also be involved in real estate transactions.

6.2 How and on what basis are these persons remunerated?

The public notary fees are usually paid by the buyer (though the

parties may agree that the seller will pay such fees). Each canton has its own regulations regarding the amount of the notary fees in real estate transactions.

The agents may receive between 1% and 5% of the purchase price, depending upon the amount involved.

Lawyers, valuers, and environmental and technical consultants are remunerated on an hourly basis.

6.3 Has the real estate market in Switzerland seen an increase in the availability of real estate finance during recent years? What trends (if any) are emerging as to different categories of finance providers beyond traditional lending banks?

Insurance companies and pension funds have developed and gained in popularity in the category of finance providers. The Swiss Financial Market Supervisory Authority (FINMA) has, however, approved the new minimal standards issued by the Swiss Bank Association (ASB) regarding real estate financing as of 1 September 2014.

The new standards relate to the reduction of the length of amortisation (15 years instead of 20), the impossibility to take into account a second revenue unless there is a passive solidarity, and the introduction of the "lower value principle", which provides that the value of the real estate security shall be the lower value between the market value and the purchase value.

6.4 How strong is development activity in Switzerland? What were the most significant development transactions in Switzerland in the past year?

Construction activity is still at record-breaking levels, with around 75,000 homes under construction. Due to the vigorous construction activity, it was estimated that 50,000 dwelling units were built in 2013. However, the increase in supply appears to have generally kept up with the increase in demand in 2013 due to a population increase of around 95,000 and the additional demand created by shrinking household sizes. Construction activity does not appear likely to have slowed down in 2014, either, judging from the number of building applications filed and permits issued; in fact, it is expected to increase to 54,000 new dwelling units.

6.5 Have you observed a shift in the approach of investors towards residential as an asset class and, in particular, towards what were historically viewed as its specialist subsectors such as affordable housing, student accommodation and retirement living?

Foreign nationals do not need authorisation to purchase real estate that is used as a permanent business establishment for the exercise of an economic activity. This category of real estate includes residential housing run in a similar way to a hotel, such as student accommodation or retirement living, which includes services (such as catering, cleaning, etc.). Therefore, investments in this category of real estate may attract foreign national investors. Moreover, since the population of Switzerland is growing older, investment in retirement living is particularly interesting and specialised funds have emerged.

7 Liabilities of Buyers and Sellers in Real Estate Transactions

7.1 What (if any) are the minimum formalities for the sale and purchase of real estate?

The direct sale and purchase of real estate requires the sale and purchase deed to be signed in front of a public notary, the application for registration of the sale and purchase with the land register and the entry of the application in the land register.

7.2 Is the seller under a duty of disclosure? What matters must be disclosed?

The seller is not under a duty of disclosure unless he is aware of facts which are material to the buyer's decision.

Usually, the seller provides the buyer with an excerpt from the land register confirming its ownership and the description of the real estate. But the buyer may obtain from the seller all the information regarding the real estate to be purchased and, in particular, regarding the technical aspects of the real estate. A technical report must be established by the seller and handed over to the buyer.

If works have been executed in recent years, the buyer may request that the seller hands over the invoices, the guarantees, the name of the enterprises involved and a copy of all the necessary authorisations.

7.3 Can the seller be liable to the buyer for misrepresentation?

Yes, the seller may be liable to the buyer for misrepresentation if he intentionally does not disclose important information or gives any false information.

7.4 Do sellers usually give contractual warranties to the buyer? What would be the scope of these? What is the function of warranties (e.g. to apportion risk, to give information)? Are warranties a substitute for the buyer carrying out his own diligence?

The law provides that the seller needs to give to the buyer warranties as to the quality guarantees of the real estate sold (Art. 197 SCO).

Usually, however, the sale is concluded without a guarantee for possible defects in the real estate. In this case, the buyer declares in the deed that he accepts he is fully deprived of any guarantees provided by the law (Art. 197ss SCO), including actions for annulment of sale, reduction of the price, damages or interests. Art. 199 SCO provides, however, that "any clause that removes or restricts the warranty is void if the seller has fraudulently concealed defects of the item to the buyer".

7.5 Does the seller warrant its ownership in any way? Please give details.

Pursuant to statutory law, the seller warrants its ownership. Usually, the seller provides the buyer with an excerpt from the land register confirming its ownership, and the seller warrants in the agreement full title, with the exception of any encumbrances as registered in the land register.

7.6 What (if any) are the liabilities of the buyer (in addition to paying the sale price)?

The main obligation of the buyer is to pay the sale price, and the notarisation and registration fees. Besides, when the buyer enters into possession of the real estate, he needs to pay the taxes related to the building and fulfil all the obligations resulting from the contracts taken over (e.g. leases, maintenance, insurance, etc.).

8 Finance and Banking

8.1 Please briefly describe any regulations concerning the lending of money to finance real estate. Are the rules different as between resident and non-resident persons and/or between individual persons and corporate entities?

Banks or insurance companies usually lend money to finance real estate and have several methods to secure the loan. There are no specific regulations concerning the lending of money to finance real estate.

However, before approving even the minimum requirement for a credit transaction of this nature, all banks first check whether the requested credit transaction is in accordance with its strategic focus:

- The quality of the debtor.
- The location and quality of the real estate.
- The compatibility of the customer's request with the bank's internal guidelines for a credit transaction of this type.

8.2 What are the main methods by which a real estate lender seeks to protect itself from default by the borrower?

Predominant security instruments are mortgages (bearer mortgage certificates, registered mortgage certificates or paperless registered mortgages). The mortgage grants the lender a lien upon the real estate collateral. Additional security instruments include the security assignment of rent, the pledge of bank accounts and the pledge of other claims.

8.3 What are the common proceedings for realisation of mortgaged properties? Are there any options for a mortgagee to realise a mortgaged property without involving court proceedings or the contribution of the mortgagor?

The first step for realisation of mortgaged properties is the request of the debt enforcement authority to submit to the debtor an order to pay. The request has to indicate the collateral. The debtor may refuse to pay pursuant to the order. In such case, the lender has to follow up the request in court proceedings. In order to avoid the official debt enforcement procedure, the borrower may agree in the security agreement for the private realisation of the collateral, following the occurrence of a default.

8.4 What minimum formalities are required for real estate lending?

There are no formalities to enter into a credit facility. The establishment of a new mortgage certificate requires the notarisation and filing of an agreement with the land register. There are no

formality requirements for the security assignment or the pledge of an existing mortgage certificate. For the perfection of the security, it is required to physically transfer (and, in case of registered certificates, to endorse) the mortgage certificates.

8.5 How is a real estate lender protected from claims against the borrower or the real estate asset by other creditors?

As already mentioned in question 4.7, mortgages have an assigned rank among each other, irrespective of the time of registration, and the parties may reorder priority among interests by contract.

However, based on mandatory law, certain claims (e.g. tax claims, constructors' claims) rank prior to any claims based on mortgage certificates, irrespective of their time of accrual or the registration in the land register.

9 Tax

9.1 Are transfers of real estate subject to a transfer tax? How much? Who is liable?

In Switzerland, certain cantons or municipalities levy a real estate transfer tax. The tax rates vary from canton to canton between 0 and approximately 4% of the purchase price of the real estate. In general, the buyer is liable for the transfer tax but in certain cantons the seller may also be liable for such tax. The parties to a sale and purchase agreement may also agree to split the transfer tax.

9.2 When is the transfer tax paid?

The moment when the transfer tax is paid depends on the regulations of each canton. In general, the transfer tax is calculated and requested by the notary who pays it directly to the State. In Geneva, the notary is personally liable for the payment of the transfer tax.

9.3 Are transfers of real estate by individuals subject to income tax?

Yes, the income produced by the transfer of real estate is taxed, either as a special real estate income tax or as normal income tax.

9.4 Are transfers of real estate subject to VAT? How much? Who is liable? Are there any exemptions?

No, transfer of real estate is excluded from VAT.

9.5 What other tax or taxes (if any) are payable by the seller on the disposal of a property?

There are no other taxes.

9.6 Is taxation different if ownership of a company (or other entity) owning real estate is transferred?

In transactions equivalent to the sale of real estate (for example, the sale of a special purpose vehicle holding one or several properties) the real estate capital gains tax is also levied. It might be possible to reduce or eliminate the real estate tax burden by using a single purpose entity (SPE) and selling the SPE instead of the property.

10 Leases of Business Premises

10.1 Please briefly describe the main laws that regulate leases of business premises.

The lease of business premises is regulated by Art. 253 to 301 SCO. The Ordinance regarding the Lease and Usufructuary Lease of Residential and Business Premises is also applicable.

10.2 What types of business lease exist?

Swiss law only distinguishes between business leases and housing leases. Business leases may vary according to the object of the real estate (offices, student housing, restaurant, dance school, etc.).

10.3 What are the typical provisions for leases of business premises in Switzerland regarding: (a) length of term; (b) rent increases; (c) tenant's right to sell or sub-lease; (d) insurance; (e) (i) change of control of the tenant; and (ii) transfer of lease as a result of a corporate restructuring (e.g. merger); and (f) repairs?

- (a) A business lease may have a definite or indefinite period of time. Definite periods of time may usually vary from three years to 10 years or more, possibly with an option of one additional five-year period. In case of an indefinite period of time, the termination notice period is usually six months or one year.
- (b) The parties may agree on a fixed rent or a scale rent, depending on the length of the lease.
Lease agreements with staggered rents must span a period of at least three years, with a rent increase only once per year and the amount of the increase fixed in francs.
Lease agreements which are concluded for a minimum five-year period may be and are usually indexed (partial or full compensation of the national consumer price index development).
- (c) As a rule, the tenant has the right to sublet the premises subject to the landlord's approval.
- (d) The tenant is responsible for itself and its employees, as well as any person present whether permanently or temporarily in the premises rented, for any damage caused to the building by accident, negligence or abuse, subject to the landlord's or third parties' own liability. The tenant has to set up third party liability insurance as well as insurance covering any equipment and goods against the risk of fire, explosion, water damage, theft and other damages including *force majeure* and against the breaking of glass.
- (e) (i) The change of control of the tenant does not affect the commercial lease contract.
(ii) The transfer of a commercial lease is submitted to the written consent of the landlord. However, the landlord may not refuse his consent without specific grounds. A merger of tenants does not affect the lease agreement.
- (f) In general, the landlord is responsible for major repairs and the tenant is responsible for minor repairs.

10.4 What taxes are payable on rent either by the landlord or tenant of a business lease?

Under certain circumstances, the lease may be subject to VAT. The rate is 8%. The tax is paid by the landlord but the rent is adapted accordingly.

10.5 In what circumstances are business leases usually terminated (e.g. at expiry, on default, by either party etc.)? Are there any special provisions allowing a tenant to extend or renew the lease or for either party to be compensated by the other for any reason on termination?

Business leases may be terminated for various reasons: the expiry of the lease; mutual consent of the parties; the tenant defaulting on paying the rent; bankruptcy of the tenant; special grounds; etc.

The parties may agree to include an extension option. The tenant of a business lease is also entitled to request to the Court the extension of the lease for a maximum period of 6 years, unless he is in default of paying the rent. In general, unless agreed in the lease contract, there is no compensation due by one party to the other on termination.

10.6 Does the landlord and/or the tenant of a business lease cease to be liable for their respective obligations under the lease once they have sold their interest? Can they be responsible after the sale in respect of pre-sale non-compliance?

In case of the changing of ownership, Art. 261 al. 3 SCO provides that "*If the new owner [i.e. new landlord] terminates the contract sooner than is permitted under the contract with the existing landlord, the latter is liable for all resultant losses*".

In case of a transfer of lease, Art. 263 al. 4 SCO provides that "*the tenant is released from his obligations towards the landlord. However, he remains jointly and severally liable with the third party until such time as the lease ends or may be terminated under the contract or by law, but in any event for no more than two years*".

10.7 Green leases seek to impose obligations on landlords and tenants designed to promote greater sustainable use of buildings and in the reduction of the "environmental footprint" of a building. Please briefly describe any "green obligations" commonly found in leases stating whether these are clearly defined, enforceable legal obligations or something not amounting to enforceable legal obligations (for example, aspirational objectives).

In Switzerland, owners are encouraged to construct or renovate buildings implementing the "Minergie" standard which is recognised as the main standard in order to reduce the "environmental footprint" of a building. However, there are no obligations commonly found in lease contracts to such extent.

11 Public Law Permits and Obligations

11.1 What are the main laws which govern zoning and related matters concerning the use and occupation of land? Please briefly describe them and include environmental laws.

Since 11 March 2012, there has been a new article (Art. 182 al. 2) in the Swiss Federal Constitution limiting the percentage of secondary residences to 20% in each city of the country.

The Swiss System of Land Use Planning is performed on four levels (national, cantonal, regional and local). The Swiss federal Land Use Planning Law essentially stipulates the ground rules for all planning on all levels, namely the economic use of land in general and the use of agricultural land in particular.

The environmental protection laws in Switzerland are mainly contained in the following laws:

- The federal Environment Protection Law, which contains general principles that apply to buildings and construction work.
- The federal Energy Law, which contains rules on the energy efficiency of new buildings.
- The federal Water Bodies Protection Law.
- The federal Clean Air Act.

11.2 Can the state force land owners to sell land to it? If so please briefly describe including price mechanism.

In order to achieve planning goals, the competent authorities may, under observation of the rules of expropriation, dispossess land from private entities. The rules of expropriation in Switzerland prescribe that expropriation is only permissible if:

- it is based on sufficient legal foundation;
- it is in the public interest;
- it complies with the principle of proportionality;
- the goal cannot be achieved by other reasonable measures; and
- it is fully compensated.

11.3 Which bodies control land/building use and/or occupation and environmental regulation? How do buyers obtain reliable information on these matters?

Each canton has its authorities in order to control constructions. As a rule, to build any construction, the owner needs to file a request for a permit to build. The potential buyer may request from the seller a copy of all relevant permits. Some information is available online. There are also authorities which control the authenticity of environmental regulations.

11.4 What main permits or licences are required for building works and/or the use of real estate?

A permit is almost always necessary to build, modify and/or demolish an installation or a construction.

The change of allocation of real estate (commercial/residence) is also subject to authorisation.

11.5 Are building/use permits and licences commonly obtained in Switzerland? Can implied permission be obtained in any way (e.g. by long use)?

The ability to obtain a permit depends on the project. Usually, there is no implied permission.

11.6 What is the appropriate cost of building/use permits and the time involved in obtaining them?

The proceedings, costs and timings are regulated differently in each canton. The administrative costs are listed in regulations and depend on the nature of the project and the type of real estate. They may vary between several thousand to several hundred thousand Swiss Francs.

11.7 Are there any regulations on the protection of historic monuments in Switzerland? If any, when and how are they likely to affect the transfer of rights in real estate?

Historic monuments are protected at federal, cantonal and municipal level, depending on the importance of the historic monument. In general, such protection does not affect the transfer of rights in real estate. A buyer shall be aware that the real estate is protected and that he will not be able to modify or transform it.

11.8 How can e.g. a potential buyer obtain reliable information on contamination and pollution of real estate? Is there a public register of contaminated land in Switzerland?

Each canton has a public register of contaminated real estate and some are available online. The public may receive information as to whether a property is registered on such a register but non-entry in the register does not guarantee that the property is not contaminated.

11.9 In what circumstances (if any) is environmental clean up ever mandatory?

If the real estate is listed as polluted in the cantonal register of contaminated real estate, it will be mandatory for the owner to clean it up in accordance with the environmental regulations.

11.10 Please briefly outline any regulatory requirements for the assessment and management of the energy performance of buildings in Switzerland.

The federal Energy Law contains rules on the energy efficiency of new buildings. The rules also apply to any major renovations. The energy efficiency of materials to be used in the project must be described in detail.

The federal Energy Law also gives the cantons the mission to adopt legislation in order to encourage the saving of energy and the use of renewable energy, especially in the construction sector.

In order to implement the measures listed in the Energy Law and the CO₂ Act, the “Swiss federal and cantonal buildings programme” was implemented in 2010.

This buildings programme was developed by the cantons, which were represented by the Conference of Cantonal Energy Directors (EnDK), in conjunction with the Swiss Federal Office of Energy (SFOE) and the Federal Office for the Environment (FOEN). The cantons are responsible for implementing the programme.

The programme aims to promote energy efficient technologies for the renovation of buildings and investment in renewable energies, waste heat recovery and the optimisation of building utilities. This buildings programme has made a substantial contribution to the fulfilment of Switzerland’s national climate change goals.

The buildings programme is implemented wherever it will have the greatest impact: over 40% of energy consumption and CO₂ emissions in Switzerland related to buildings. People who renovate their properties intelligently and efficiently can reduce their heating needs and the related CO₂ emissions by more than half. In doing so, home owners not only enjoy significantly lower heating costs, but also increase the market value of their property and actively contribute to protecting the environment.

12 Climate Change

12.1 Please briefly explain the nature and extent of any regulatory measures for reducing carbon dioxide emissions (including any mandatory emissions trading scheme).

The revised CO₂ Act, the cornerstone of Swiss climate policy, came into force on 1 January 2013. It sets an emissions reduction target for 2020 and sets out various measures for buildings, transport and industry. If the interim targets are not achieved, specific measures may be tightened.

The CO₂ Act provides the legal basis for the buildings programme mentioned in question 11.10. The CO₂ levy on combustible fuels is enshrined in this legislation. Since 2010, one third of the CO₂ levy, currently around CHF 260 million, is used each year for the buildings programme. Approximately CHF 200 million of this sum is made available for building renovations. Approximately CHF 60 million is allocated to the promotion of renewable energies, waste heat recovery and the optimisation of building utilities. These funds are supplemented by cantonal contributions of CHF 60 to 100 million. Hence, between CHF 320 and 350 million in annual funding is currently available for the buildings programme. In accordance with the CO₂ emissions target, the buildings programme will run until 2019.

12.2 Are there any national greenhouse gas emissions reduction targets?

Greenhouse gas emissions in Switzerland should be reduced by 20% from their 1990 level by 2020. This is equivalent to a reduction of approximately 11 million tonnes of CO₂. Households and companies also contribute to the savings. If the interim goals are not achieved, the Federal Council may tighten regulations on thermal and motor fuels.

12.3 Are there any other regulatory measures (not already mentioned) which aim to improve the sustainability of both newly constructed and existing buildings?

The federal Environment Protection Law contains general principles that apply to buildings and construction work. Generally, people, animals, plants and the environment are to be protected against harmful influences of any kind. One of the main principles applicable is the “polluter-pays principle”.

The federal Environment Protection Law stipulates that all new constructions or modifications to buildings and plants that may have an impact on the environment are subject to Environmental Compatibility Assessment. The details are regulated in the Environmental Compatibility Assessment Act.

**Yves Jeanrenaud**

Schellenberg Wittmer Ltd
15bis, rue des Alpes, P.O. Box 2088
CH-1201 Geneva 1
Switzerland

Tel: +41 22 707 8000
Fax: +41 22 707 8001
Email: yves.jeanrenaud@swlegal.ch
URL: www.swlegal.ch

Yves Jeanrenaud heads Schellenberg Wittmer's Real Estate and Construction Group. His main areas of practice include property law, environmental law, real estate investments and transactions (both domestically and internationally), sale and leaseback operations, commercial leases, ground leases, total and general work contracts, real estate financing/structuring and due diligence procedures.

He has extensive experience in drafting and negotiating property contracts, such as acquisition contracts. He advises Swiss and foreign leading developers and financiers and major contractors on all aspects of construction and engineering related projects and disputes. He also handles litigation and arbitration in these fields.

Yves Jeanrenaud was admitted to the bar in Switzerland in 1987 after graduating from the School of Law of the University of Zurich in 1983 and earning a Master of Laws from Northwestern University School of Law in 1985. He became a partner in 1991.

**Amanda Burnand Sulmoni**

Schellenberg Wittmer Ltd
15bis, rue des Alpes, P.O. Box 2088
CH-1201 Geneva 1
Switzerland

Tel: +41 22 707 8000
Fax: +41 22 707 8001
Email: amanda.burnand@swlegal.ch
URL: www.swlegal.ch

Amanda Burnand Sulmoni is a senior associate in Schellenberg Wittmer's Real Estate and Construction Group. Her practice focuses on lease contracts, construction law, property law, real estate transactions and litigation.

Amanda Burnand Sulmoni graduated from the University of Geneva Law School in 2001 and was admitted to the Geneva Bar in 2003.

From 2001 to 2004, she worked as a legal intern and as an associate in a mid-sized law firm in Geneva where she gained experience in general litigation. In 2005, she received a Master of Laws (LL.M.) in Commercial Law with distinction from the University of Edinburgh, UK. From 2005 to 2013, she worked in the litigation department of a major business law firm in Geneva and specialised in real estate and property law.

Amanda Burnand Sulmoni joined Schellenberg Wittmer in 2013.

She is a member of the Swiss Lawyers' Federation, the Geneva Bar Association and the Chambre Genevoise Immobilière.

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59 Tanner Street, London SE1 3PL, United Kingdom
Tel: +44 20 7367 0720 / Fax: +44 20 7407 5255
Email: sales@glgroup.co.uk

www.iclg.co.uk