

COMPLETE AND UP-TO- DATE GUIDE FOR INTERNATIONAL PROPERTY BUYERS IN ANDALUCÍA

Information guide for clients

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February 2026

 TempleCAMBRIA

Conil de la Frontera
(Cádiz)

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1 INTRODUCTION



Buying a home in Andalucía is often a deeply personal decision. It is shaped by the setting, the climate, proximity to the sea or the countryside and the quality of life that draws buyers from many countries. However, a property purchase is not something you can improvise. Spain offers a strong legal framework, but its protection is only as good as the checks and paperwork behind it. Real security comes from thorough checks in advance, carefully drafted contracts and a well managed completion process.

“Most problems for international buyers are not scams. They are omissions that only come to light after completion”

For international clients the most common problems do not come from sophisticated scams. They usually come from omissions: Land Registry charges that are assumed to be cancelled but are not, mismatches between the Land Registry and the Cadastre, works carried out without adequate supporting paperwork, restrictive community by-laws or planning issues that were not reviewed in time. When these points are discovered after completion, fixing them is often slow and expensive.

This guide is updated to February 2026 and is designed to give international buyers a clear and thorough understanding of the purchase process in Andalucía. It does not simply list steps. It explains what needs to be checked, why it matters and which preventive measures work in practice. It also includes in-depth chapters on deposit contracts, legal charges, holiday letting, non-resident taxation, foreign investment reporting and inheritance matters, because these areas often determine whether a transaction runs smoothly or becomes a source of frustration.

2 ABOUT US

TempleCAMBRIA is a law firm based in Conil de la Frontera (Cádiz) on the Costa de la Luz, with 20 years of legal experience.

Since 2006 we have been advising international clients who buy, sell or manage assets in Spain. We regularly handle cross-border matters involving foreign documentation, powers of attorney, translations, non-resident taxation, family and inheritance structures and coordination with notaries, the Land Registry, banks and public authorities.

Our mission is to provide independent legal advice that is thorough, precise and focused on practical outcomes, with one clear aim: to carry out thorough due diligence to prevent post-completion issues and ensure a smooth transaction, with all formalities properly completed, including taxes, Land Registry registration, Cadastre updates, utilities transfers and any required filings. If a dispute arises, the buyer is in a much stronger position when everything has been properly documented from the start.



Juan Antonio Rodríguez García

3 BUYING PROPERTY IN ANDALUCÍA: AN OVERVIEW (WHAT TO EXPECT)



In Spain, buying property follows a clear three-step structure: the contract, the notary and the Land Registry. The contract sets the price, timetable and each party's obligations. The public deed is then signed before a notary. Finally, registration protects the buyer's title against third parties.

The notary oversees formal legality, the identity and legal capacity of the parties, the method of payment and the key tax implications.

However the notary does not replace urban planning checks or a full review of documentary consistency, such as licences, planning enforcement history, Land Registry and Cadastre alignment and community by-laws. These are the core responsibilities of the buyer's lawyer. For that reason pre-purchase due diligence remains essential, particularly for international buyers who may not speak Spanish or be familiar with the Spanish legal system and are therefore more exposed to serious mistakes that can lead to significant financial loss.

4 THE FIVE MOST COMMON LEGAL QUESTIONS

(and how to deal with them without nasty surprises)



4.1 INITIAL REQUIREMENTS AND DOCUMENTS FOR OVERSEAS BUYERS

The NIE (Foreigner's Identification Number) is essential to pay taxes, sign the deed and register the property. It should be arranged at the start so it does not delay the deposit contract or completion. It can be arranged through a representative under a power of attorney or in person. Timeframes vary from one day to one week in Spain and usually around one to six weeks via Spanish consulates abroad.

A Spanish bank account is not always mandatory but it is strongly recommended. It helps with tax payments, direct debits for bills and utilities and bank checks on source of funds and anti-money laundering.

If the buyer cannot travel, a notarial power of attorney allows a representative in Spain to handle the entire purchase: signing the contract and deed, paying taxes, registering at the Land Registry, transferring utilities and completing administrative formalities. It must be drafted by a lawyer with the correct powers. A single error can make it invalid or unusable, forcing it to be granted again with extra cost and delays to the deposit contract or completion and, in the worst case scenario, putting the deposit at risk.



If granted outside Spain, the power of attorney will usually need an apostille (or consular legalisation) and if it is not in Spanish, a sworn translation by a translator authorised by the Spanish Ministry of Foreign Affairs. Because local notarisation, apostille and courier delivery can take time, it should be arranged from the outset.

In some cases, non-EU buyers purchasing in restricted National Defence areas may need prior military authorisation under Law 8/1975 and Royal Decree 689/1978. On the Cádiz coast this must be checked before signing a deposit contract, as it can take up to four months, delay completion and in some cases prevent the purchase.

The deposit contract should be structured to protect the buyer from this risk. Where authorisation applies, it should be handled before paying a substantial deposit or the deposit contract should include a clear protective condition, precedent or subsequent, allowing the buyer to recover the deposit if authorisation is not granted.



Personal and family documentation: ownership structure, marital property regime and consistent paperwork. In international purchases it is common for ownership to be acquired by spouses, by couples with property regimes that differ from those in Spain or through more complex family structures. In Spain the way the purchase is structured and how it appears in the deed and registration has real legal effects. For that reason it may be necessary to provide evidence of marital status and the applicable marital property regime or equivalent documents from the buyer's home country, duly legalised and translated by a sworn translator authorised by the Spanish Ministry of Foreign Affairs.

The purpose of this review is to avoid ownership errors that later complicate a re-sale, a gift, an inheritance or a mortgage, or create internal disputes. In international transactions, a clear and consistent paper trail is treated as essential, not optional.

“In Spain, how ownership is recorded in the deed and at the Land Registry has real legal consequences”



4.2 HOW TO CHECK THE LEGAL STATUS OF THE PROPERTY AND AVOID RISK

Due diligence means making sure the buyer is acquiring a property that can be registered, used as intended and sold later without major problems. In Andalucía this is especially important because of coastal restrictions and, in some municipalities, a history of properties built without proper planning licences. In the most serious cases, planning enforcement can even lead to demolition.

A proper due diligence review should cover at least five areas:

- The Land Registry.
- The Cadastre and the property as it actually exists, including any discrepancies.
- Planning status and any enforcement issues, including Coastal Law restrictions where relevant.
- The owners' association (*comunidad de propietarios*), where the property forms part of a building or development.
- The property's condition, where advisable.

There is no single correct order, but there is a clear logic. Start with the Land Registry to confirm ownership and any charges. Then compare this against the Cadastre to check the tax record and the physical description. Next, review planning to confirm the intended use is viable. Finally, consider community rules and the property's condition where relevant.

“In Andalucía, due diligence matters. In the most serious cases, planning enforcement can even lead to demolition”



4.2.1 LAND REGISTRY: OWNERSHIP, CHARGES AND LEGAL PROTECTION

The Land Registry is the main place to confirm who owns the property and whether there are any registered charges or restrictions. For international buyers, it is important to remember: the seller's old deed is useful, but the reliable source is the current Land Registry record, usually a recent *nota simple* and where needed an official Land Registry certificate.

a) Ownership and authority to sell

First, confirm that the seller is the registered owner and has the legal authority to sell. This is especially important in inheritances, divorces, shared ownership and company sales, where the position is not always straightforward.

b) Typical charges and how they are dealt with

The most common issues are:

- **Mortgages.** If a mortgage is registered it must be cancelled at the Land Registry, not just repaid. This requires a notarial cancellation deed and registration, either before completion or at the same appointment with a safe payment process.

- **Attachments or interim entries.** These need careful review and often must be cleared before a standard sale can proceed. If missed, the buyer may inherit the risk.
- **Easements.** These can affect access, light, views and day-to-day use, particularly in rural properties, and can impact value.
- **Condition subsequent.** Often linked to earlier instalment sales. They should be cancelled to avoid taking on someone else's debt or risking the property.
- **Tax charges.** These do not always mean there is an active debt, but they can still affect the transfer and must be monitored.

c) Before the deposit contract and before completion

A simple rule: before paying a substantial deposit you should know exactly what charges exist and how they will be cancelled. If you leave it until the notary without a clear plan you may be forced into last minute negotiations under pressure.



4.2.2 CADASTRE AND LAND REGISTRY: DISCREPANCIES AND CONSEQUENCES

The Cadastre records the property's size and layout for tax purposes. The Land Registry protects ownership and any registered charges. In Andalucía, it is common for the two records not to match, particularly where a home has been extended, a porch has been enclosed, annexes such as store rooms or garages have been added or the property is rural.

a) Why discrepancies matter

Differences in floor area, boundaries or layout are not minor. They can affect:

- **Mortgages:** banks and valuers usually expect the Cadastre, the Land Registry and the property as it exists to be broadly consistent.
- **Works and licences:** if you later need to regularise, extend or refurbish, mismatched records can make the paperwork and approvals much harder.

- **Resale:** future buyers and their lawyers will check the same points. What is overlooked today can become a problem when you come to sell.
- **Taxes:** the Cadastre affects IBI (local council tax) and other values used for tax checks. If it shows more square metres than the property actually has, you may pay too much IBI and the minimum tax value (the reference value) may be pushed up. That can mean paying transfer tax and stamp duty on an inflated figure.

b) Typical approaches

If the discrepancy is small, it can sometimes be dealt with openly in the contract, with a clear plan to correct it later. If it is significant, the sensible option is to fix it before completion or, at the very least, agree in writing who will handle it and on what terms.



4.2.3 PLANNING IN ANDALUCÍA: ESSENTIAL CHECKS LISTA AND THE COASTAL LAW

In Andalucía, planning status can make or break a purchase. This is not about scaremongering. It is simply about spotting genuine risks early and dealing with them properly.

a) Main points we check

- Land classification and zoning (urban, suitable for development or rural and permitted uses).
- Relevant licences and authorisations (planning permission, first occupation licence or equivalent).
- Any planning enforcement proceedings, demolition orders or fines.
- Whether what has been built matches what was authorised.
- Possible constraints linked to the coast, easements, environmental protection or other restrictions on use.

b) LISTA and planning enforcement: the practical view

Andalucía's planning rules, including LISTA and its implementing regulations, set out what can be authorised, what can be regularised, what is treated as non-compliant and what the real consequences of a breach can be. International buyers should understand this because it affects what you can do with the property now and what you may be able to do in the future.

The key point is not the name of the law, but the property's specific position. Some homes have flawless paperwork. Others have had alterations over time with little or no official record. In those cases, the buyer needs to know whether the issue is mainly paperwork that can be put right or something more serious that affects use, value or future resale.

c) First occupation licence or equivalent

For new builds and developments, the first occupation licence (or an equivalent authorisation) is a key practical document. It indicates that the authorities have, in principle, checked that the build complies with the licence granted and it usually allows utilities to be connected in the normal way. If it is missing, that does not automatically mean the property is illegal, but it does increase risk and can make it harder to regularise the position, obtain finance or sell later.

d) Rural land: extra caution

Rural land cases vary widely. Some properties are fully regularised. Others are irregular or involve incompatible uses. In these situations it is not enough to visit the house and think it looks fine. You need to know:

- whether the building has the required authorisation (planning permission and first occupation licence),
- whether any buildings or extensions were carried out without licences,
- whether there is a planning enforcement file or a demolition risk,
- whether there is legal access and properly regularised supplies.

“The key point is not the name of the law, but the property's specific position”

International buyers should avoid buying a property that, because of its administrative status, could face serious restrictions or become difficult to sell in the future.

Across most coastal towns in the province of Cádiz, except Cádiz city and San Fernando, weak planning control over many years has led to thousands of homes being built without proper planning licences. These are often described as “illegal properties”. In some cases, the lack of licences can mean electricity or water supplies cannot be contracted or may even be cut off. In the most serious situations, it can result in enforcement action and a demolition order from the local planning authority. The problem is particularly acute in El Puerto de Santa María, Chiclana de la Frontera, Conil de la Frontera (Roche y Dehesa de la Villa), Vejer de la Frontera (especially El Palmar), Barbate (especially Zahora and Los Caños de Meca) and Tarifa.

In Cádiz and across the Andalucían coastline, a property may also be affected by the Coastal Law and related easements. This does not mean you cannot buy, but the following must be checked:

- the boundary of the public maritime-terrestrial domain where relevant,
- the Coastal Law easements: the protection zone (*servidumbre de protección*), the shoreline right of way (*servidumbre de tránsito*) and access routes to the sea (*servidumbre de acceso al mar*)
- any limits on works or refurbishment,
- any concession or occupation arrangements.

For properties close to the sea, future works such as enclosing terraces, adding a pool, building extensions or altering outdoor areas may be more restricted than inland. Anyone buying with plans to refurbish should build these checks into the due diligence from the start.



4.2.5 PROPERTY CONDITION: HOW TO SPOT ISSUES EARLY AND DOCUMENT THEM



For older homes, properties exposed to damp or those with complex installations (air conditioning, swimming pools and drainage), a preventive survey can avoid very significant costs.

This is not about turning every purchase into an audit. It is about applying judgement. In coastal areas salt and humidity can worsen problems. In rural homes there may be drainage or access issues. In older buildings facilities may be outdated. Prevention here is usually cheaper than putting things right later.

If a problem arises after purchase, the difference between a viable claim and a weak one is often the evidence: reports, communications, a list of fixtures and fittings and immediate action.

4.2.6 NEW BUILDS AND OFF-PLAN PURCHASES: GUARANTEES, DEADLINES AND HANDOVER

With new build properties, international buyers should focus on three points:

1. The developer's solvency and track record.
2. Guarantees for amounts paid on account.
3. The contract: technical specifications, completion dates and the consequences of non-compliance.

In practice the most common new build issues involve completion delays, changes in specifications, flaws in finishes or missing final documentation. All of this should be dealt with in the contract, with clear notice procedures, realistic deadlines and proper safeguards.



4.2.7 EXISTING HOMES: LIST OF FIXTURES AND FITTINGS, UTILITIES AND HANDOVER

With existing homes, the following should be reviewed with particular care:

- Undisclosed community debts.
- Utility issues or contracts that require a formal transfer.
- Appliances, air conditioning or installations that do not work as expected.
- Handover with items left behind or in a condition different to what was agreed.

- Handover with items left behind or in a condition different to what was agreed.

All of this can be avoided with proper legal handling: an inventory where appropriate, a clear handover clause, certificates and in certain cases amounts held back or conditions in the deed.



4.3 PURCHASE COSTS IN ANDALUCÍA: TAXES, FEES AND OTHER EXPENSES

In a property purchase, costs are not an afterthought. For international buyers, having a realistic budget from the pre-contract stage is essential because it affects timing and logistics, including when funds are available, how long transfers take, exchange rates and any financing. It also helps avoid last-minute renegotiations once you have already committed to the deal.

In Andalucía, costs usually fall into four main categories:

- **Purchase taxes:** ITP (stamp duty on resale homes) or VAT, Value Added Tax, plus AJD, stamp duty on notarial documents, for new builds.
- **Notary and Land Registry fees:** set by statutory tariffs
- **Other expenses:** administrative handling (*gestoría*), translations or an interpreter, surveys and reports, certificates, bank charges and similar items
- **Possible regularisation costs:** for example, correcting Land Registry or Cadastre discrepancies or dealing with planning issues



4.3.1 PURCHASE TAXES: ITP FOR EXISTING HOMES OR VAT PLUS AJD FOR NEW BUILDS

a) In Andalucía, the standard reference rate for ITP (stamp duty on existing homes) on an existing home is 7%. The percentage, however, is only part of the picture. What matters just as much is the value the tax is charged on.

In practice, the taxable value depends on:

- the declared purchase price
- the Cadastre reference value, where it exists and applies
- how consistent the paperwork and figures are across the file

A common mistake in international purchases is focusing on the rate while overlooking the taxable value. The tax authorities use valuation tools and, if they consider the declared value too low compared with the reference value or other objective indicators, they can issue an additional assessment with interest and, in some cases, a penalty. The key point is that the tax return should be prepared carefully, not left to last-minute guesswork.

Example (re-sale): $€300,000 \times 7\% = €21,000$

b) New build property: VAT plus AJD (stamp duty on notarial documents).

For new builds VAT is usually 10% (standard non-protected housing). On top of this AJD applies at the rate in force in Andalucía, with 1.2% being a common practical reference.

Example (new build):

Price €300,000 → VAT 10% = €30,000

AJD 1.2% = €3,600

Because VAT and AJD apply together, the acquisition tax cost of buying a new build can be higher than buying an existing home. This difference is particularly relevant for buyers with a tight budget or those comparing investment options.

“A common mistake in international purchases is focusing on the rate while overlooking the taxable value”



4.3.2 SELF-ASSESSMENT DEADLINES AND LATE FILING SURCHARGES

In Andalucía, the self-assessment deadlines for certain taxable events have been extended in recent years. This can help international buyers if there are delays with notarial documentation or if banking requirements mean more time is needed. However this extra time should not lead to complacency. The file should leave the notary with a clear plan for paying the taxes linked to the purchase.

Late filing surcharges can be significant, so it is essential that the taxes are filed and paid within the statutory deadline (for ITP and AJD the deadline is two months from signing the deed before a notary).

4.3.3 NOTARY AND LAND REGISTRY FEES: STATUTORY TARIFFS AND REAL VARIABLES

Notary and Land Registry costs are governed by statutory tariffs set by law. In practice, they vary depending on:

- the value of the property
- the length of the documentation
- the number of pages
- whether there is a mortgage
- cancellations of registered charges
- additional documents (new build declarations, horizontal division and similar)

For international buyers, the main value of budgeting for these fees is to avoid surprises and, above all, to anticipate additional costs if the file requires extra documentation.

4.3.4 COMMON ADDITIONAL COSTS IN INTERNATIONAL TRANSACTIONS

a) Interpreter and translations

If the buyer is not fully comfortable with legal Spanish, having a lawyer at the notary who speaks the client's language is a sensible precaution. The public deed includes statements with significant legal effect and the aim is for the buyer to understand the essentials before signing.

Where powers of attorney are granted outside Spain or where foreign documents are used to evidence marital status, the matrimonial property regime or source of funds, documents may need legalisation and translation and in some cases a sworn translation. In international transactions this cost should be included from the outset because it is often unavoidable.

b) Gestoría or administrative processing

Tax filings, Land Registry submission and the management of the Cadastre and utilities are handled far more efficiently when there is a single

person responsible for the full document flow. In most cases that role is carried out by the lawyer managing the matter or by an external gestoría.

c) Technical or expert report

In Andalucía, because of the climate and typical construction, issues linked to damp, salinity, waterproofing and air conditioning are common. For older properties or those in especially exposed locations, a preventive survey can avoid later disputes and costs. For buyers purchasing as an investment, a survey helps estimate set-up costs and the real return.

d) Bank and transfer costs

International buyers should budget for international transfer fees, currency exchange costs and bank verification timeframes for funds. Where completion is expected quickly, these factors can affect the agreed timetable in the deposit contract.



4.3.5 SELLER TAX WITHHOLDINGS: WHAT THE BUYER NEEDS TO KNOW

When the seller is non-resident, there are specific tax rules that can affect both how the price is paid and what the deed needs to say.

If the Spanish Tax Agency treats the seller as non-resident for tax purposes, the buyer must withhold 3% of the purchase price and pay it to the tax authorities within one month of signing the deed, using Form 211. If the withholding is not made, the buyer can become liable for the seller's tax debt.

4.3.6 PLUSVALÍA TAX: THE SELLER PAYS IT BUT THE BUYER SHOULD OBTAIN PROOF

As a general rule, the *plusvalía* tax is paid by the seller. However, if the seller does not pay it, the buyer may end up responsible.

For that reason, it is often sensible to hold back the relevant amount from the price until there is proof the tax has been paid within the legal deadline.

4.4 FINANCIAL CONSIDERATIONS: MORTGAGE, SOURCE OF FUNDS AND FOREIGN INVESTMENT REPORTING (D-2A, D-2B, DP-2)

This section brings together three areas that, in practice, often determine whether a transaction succeeds:

- mortgage finance
- AML compliance (source of funds)
- foreign investment reporting obligations



4.4.1 MORTGAGE FINANCE FOR NON-RESIDENTS: HOW IT WORKS IN PRACTICE

Most Spanish banks lend non-residents around 60% to 70% of the valuation, not necessarily the agreed purchase price.

Two practical points matter.

First, the valuation is key because the loan percentage is often calculated on the valuer's figure.

Second, approval takes time. The mortgage process typically takes six to eight weeks, so the deposit contract needs to allow for this. If the deadlines are too tight, the buyer may be forced into last-minute renegotiation or risk losing the deposit.

Banks usually ask for:

- ID (NIE and passport)
- employment and tax position
- bank statements
- asset information
- evidence of funds for the buyer's contribution
- an approved valuation report

Where funds come from jurisdictions with stricter banking requirements, or where the buyer has a complex company structure, it becomes even more important to present the paperwork in a clear, organised and consistent way.



4.4.2 SOURCE OF FUNDS AND AML: HOW TO PREVENT A LAST-MINUTE HOLD-UP



In practice, source of funds is handled as a separate workstream. A clear document pack is prepared to show where the money comes from and to evidence the trail into the purchase.

Typical supporting documents include:

- sale agreements for assets (property or shares)
- inheritance documents and awards, apostilled or legalised where required
- payslips and tax returns
- dividend records and company certificates
- bank statements showing the build-up and movement of the funds

Common issues usually come from avoidable mistakes, such as:

- transfers from third-party accounts
- last-minute movements with no clear explanation
- supporting documents that do not match the actual flow of funds
- incomplete paperwork, missing translations where needed or inconsistent dates

For international buyers, the safest approach is a direct, clearly documented flow of funds with no last-minute changes. An AML hold a few days before completion is one of the most common reasons a signing is delayed.

4.4.3 FOREIGN INVESTMENT IN PROPERTY: FORMS D-2A AND D-2B AND DP-2 WHERE APPLICABLE

Property purchases by non-residents may be subject to foreign investment reporting obligations.

In practice it is helpful to know these forms because they form part of the post-completion stage and must be filed on time.

a) Form D-2A (declaration of foreign investment in real estate)

Used to declare an investment when a non-resident acquires a property in Spain for a price above €500,000. Its purpose is informational: to record the investment for statistical and monitoring purposes. It is normally filed after completion within the applicable deadline, usually within one month of signing the deed before a notary.

b) Form D-2B (declaration of foreign disinvestment in real estate)

Used when a non-resident sells the property (sale or disinvestment) for a price above €500,000. It is also informational and is filed within the relevant deadline, typically one month after signing the deed before a notary.

c) Form DP-2 (a declaration required before signing in specific cases)

In certain sensitive situations, for example where the investment comes from a non-cooperative jurisdiction (often referred to as a tax haven), a declaration must be filed before the deed is signed. The form typically used for this is DP-2.

If DP-2 has not been filed in advance and proof of filing is not provided to the notary, the notary must refuse to authorise the deed.



4.4.4 MILITARY AUTHORISATION ON THE CÁDIZ COAST: REQUIREMENTS, TIMING AND RISKS

This point deserves its own section because it affects non-EU buyers on a regular basis, including British citizens, who are interested in homes in coastal areas of Cádiz. The coastal municipalities from Sanlúcar to Sotogrande are affected.

a) What it is and why it exists

Spanish rules require non-EU nationals to obtain military authorisation before buying property in certain areas designated as being of National Defence interest. In practice, this is referred to as “military authorisation” and it applies to restricted zones.

b) Who is usually affected

It mainly affects buyers outside the EU, EEA and Switzerland. In some cases it can also apply where a purchase is made through a company that is foreign-controlled, depending on the structure.

c) Why it should not be treated as a minor point

This is critical: if authorisation is required but not obtained, the notarial deed can be null and void. Putting it right may mean signing new deeds once authorisation is granted, with additional time and cost. For that reason:

- it needs to be checked before paying a substantial deposit
- it must be factored into the completion deadline
- it should be addressed in the deposit contract with clear buyer protections

d) Protecting the deposit in the deposit contract

Where authorisation is required, the deposit contract should include a clear clause allowing the buyer to withdraw without penalty and recover the deposit if authorisation is not granted within a reasonable timeframe. Otherwise, the buyer risks losing significant sums for a decision outside their control. This is one area where experienced drafting matters.

e) Timing and how it affects the transaction

The process is not quick, so the transaction needs to be planned with enough time. If completion is scheduled too soon, lack of planning can turn a straightforward purchase into an unworkable one.

As a general point, authorisation is not required for properties in fully urbanised areas. In Andalucía, typical timeframes are around two months for plots under 2,000 m² and around four months for larger plots.

4.5. AFTER COMPLETION: REGISTRATION, ONGOING TAXES AND RESIDENCY

A purchase does not finish when the keys change hands or the deed is signed at the notary. It is only truly complete once the taxes have been dealt with, the title has been registered at the Land Registry and the property has been put into the buyer's name for day-to-day purposes, including the Cadastre, utilities and, where relevant, the owners' association (*comunidad de propietarios*).



For international buyers, this stage is critical. If it is left unfinished, problems often appear within the first year: bills still issued in the previous owner's name, utilities complications, tax notices and penalties for missing filings, or delays and obstacles when trying to sell or refinance later.

4.5.1. PAYING TAXES ON TIME AND KEEPING PROOF IN ONE ORGANISED FILE

After the deed is signed, the purchase taxes must be paid (ITP or VAT plus AJD). In Andalucía, the tax deadline should be built into the process from day one. The aim is not just to pay, but to have clear proof ready straight away if the tax authorities request it or the Land Registry asks for evidence of payment.



From a practical perspective, it is best to keep everything together in one file, including:

- a copy of the deed
- proof that the taxes have been filed and paid
- the payment receipt
- any later notices or correspondence

Poor record-keeping is a common cause of delays and wasted time. For owners living outside Spain, those delays quickly translate into extra cost.

4.5.2. LAND REGISTRY REGISTRATION: WHY IT MATTERS



“Land Registry registration is what gives your ownership legal security and protection against third parties”

Land Registry registration is what gives your ownership legal security and protection against third parties. Put simply, it is what makes your title “safe” against later claims, hidden charges registered afterwards or disputes about ownership.

For international buyers, registration also makes it much easier to:

- take out a mortgage in the future
- sell without delays
- plan and structure your assets
- deal with inheritance matters

The deed can usually be lodged with the Land Registry straight after completion, but registration depends on the Registry’s review process. Sometimes issues arise that can be corrected, such as mismatches in the property description, missing proof that taxes have been paid or minor formal errors. In more sensitive cases, it can involve administrative authorisations. The key point is that registration has its own timetable and the purchase is best treated as fully closed once registration has gone through without issues.

4.5.3. CADASTRE: CHANGE OF OWNERSHIP AND TAX CONSISTENCY

The Cadastre largely drives IBI billing and the property's tax description. The change of ownership should be processed promptly so bills do not continue to be issued in the previous owner's name, which often leads to confusion and late payments.

If any discrepancies were identified earlier and it was agreed they would be corrected later, the post-completion stage is the right time to deal with them. International buyers should avoid letting Cadastre or Land Registry corrections drift. The longer it is left, the harder it becomes to coordinate paperwork, surveyors and the relevant public offices.



4.5.4. UTILITIES: OWNERSHIP TRANSFER, DIRECT DEBITS AND COMMON RISKS

Utility accounts (electricity, water, gas and telecommunications) should be transferred immediately after the purchase. In Andalucía it is common for certain homes, particularly in rural areas, to have supplies with special conditions or contracts linked to agricultural use. An incomplete transfer can lead to:

- disconnection due to previous unpaid bills
- removal of meters and the inability to obtain a new supply contract
- reconnection penalties
- difficulties changing power capacity or tariff
- insurance complications

The buyer should keep the latest bill and contract and provide the deed and NIE. In practice the process becomes much simpler if the buyer has a Spanish bank account and sets up direct debits.



4.5.5. OWNER'S ASSOCIATION: NOTIFYING THE CHANGE OF OWNERSHIP

Where the property forms part of an owners' association (*comunidad de propietarios*), the change of ownership should be notified to the administrator or the chair so fees and communications are addressed correctly.

In international matters, the issue is rarely legal and almost always practical. If the owner does not receive meeting notices or minutes, they lose visibility and voting input and may be faced with special contributions without warning. For that reason, it is sensible to provide up-to-date contact details and make sure there is a reliable channel for ongoing communication.



4.5.6. MAIN ONGOING TAXES

a) IBI (local property tax)

IBI is an annual municipal tax. The amount depends on the cadastral value and the local rates set by the town hall. In practice, it is sensible to review the previous bill and set up a direct debit. In Andalucía, particularly in coastal and urbanised areas, IBI can become a significant long-term cost once you add community fees and ongoing maintenance.

b) IRNR (Non-Resident Income Tax) – Form 210

Non-resident owners may have to file and pay IRNR even if the property is not rented. Two situations are most common:

1. *Renta imputada* (property not rented): the law assumes an income based on the cadastral value and tax is charged on that notional amount
2. Rental income (property let): tax is charged on the actual rent, with specific rules on which expenses can be deducted depending on the owner's status and the rules that apply.

International buyers often miss this in the first year because many assume that if there is no rental income, there is no tax. That is not correct. Even where the property is not rented, there may still be a filing obligation based on *renta imputada*.

If the property is rented, the compliance burden is higher. It involves more frequent filings, clear supporting records for expenses, possible withholdings depending on the type of tenancy and proper documentation of how the property is used. This is also where the later section on when expenses are deductible for certain non-EU non-residents becomes particularly relevant.

c) Other obligations linked to tax residency

If the buyer becomes tax resident in Spain, further obligations can arise depending on their overseas assets and how they are structured. This calls for tailored advice. The key point is simple: changing tax residency changes your compliance position and it should be planned, not improvised.

4.5.7. RESIDENCE STATUS: BUYING A PROPERTY AND PERMITS

Buying a property in Spain does not automatically grant residence. In previous years there were specific investment incentives but international buyers should start from a realistic position. If residence is required it must be planned through the routes available under Spanish immigration rules and it involves meeting specific requirements (financial means, health insurance and similar). In international transactions, misunderstanding this point often leads to unrealistic expectations.



5 THE PURCHASE PROCESS:



STEP-BY-STEP

A) PRE-PURCHASE STAGE

5.A.1. Defining the buyer's objective and why it matters legally

In Andalucía, the same property can be a great choice for personal use but a poor choice as a rental investment.

The reason is straightforward: what you plan to do with the property determines what needs the closest scrutiny. If refurbishment is part of the plan, planning status becomes critical. If letting is the goal, the key questions are whether it is legally viable and whether the owners' association (*comunidad de propietarios*) can restrict it. If it is a second home, the focus is often on ongoing tax compliance and the practicalities of utilities and day-to-day management.

A well-managed file turns your objective into a checklist of targeted checks and avoids the common mistake of buying first and investigating later.

5.A.2. Buyer documentation: getting prepared

For international buyers, preparation usually includes:

- NIE
- Spanish bank account and AML verification
- powers of attorney if the buyer will not attend in person
- evidence of marital status and matrimonial property regime where it affects ownership
- planning the transfer timetable

This stage is not secondary. If left until the end the file can become blocked once there is already a financial commitment (the deposit contract).

“In Andalucía, the same property can be a great choice for personal use but a poor choice as a rental investment”

5.A.3. Due diligence: structured checks

In Andalucía due diligence should cover:

- Land Registry (ownership and charges)
- Cadastre (reference, area and use)
- planning (licences, enforcement history and consistency with zoning and LISTA)
- owners' association (*comunidad de propietarios*) (by-laws, minutes, debts and permitted use)
- condition (state of repair, installations and problems)

The key is to identify what can be fixed and what is structural. For example a minor difference in floor area can often be corrected.

Works carried out without licences can affect value and future saleability and may even lead to demolition or fines. That distinction must be made before paying a substantial deposit.

“For international buyers, the deposit contract is often the riskiest stage because it involves paying a deposit and committing to complete by a fixed deadline”

5.A.4. Deposit contract (*arras*): purpose and buyer protection

For international buyers, the deposit contract is often the riskiest stage because it involves paying a deposit and committing to complete by a fixed deadline. It must be tailored to the transaction and give enough time to complete the key steps before signing the deed.

Where relevant, it should:

- allow realistic time for mortgage approval and notarial preparation
- include a no-penalty exit if required administrative authorisations (such as military authorisation for certain non-EU buyers in parts of the Cádiz coast) are not granted within a reasonable timeframe
- be conditional on essential issues being resolved, such as cancelling charges, solving major discrepancies or obtaining key community documentation

A standard template may work for a straightforward resident-to-resident sale with no issues. For international transactions, it rarely offers adequate protection.

B) PURCHASE STAGE

5.B.1. Final confirmation before signing

Before signing the deed, three points should be clearly settled.

First, the Land Registry position should be up to date and any registered charges should be cancelled through a safe, agreed process.

Second, the payment arrangements should be fully traceable and acceptable to both the bank and the notary.

Third, the property should be handed over exactly as agreed, including possession, keys, condition and a list of fixtures and fittings where relevant.

For international buyers, payment security is especially important. International transfers, bank cheques and any agreed sum held back until a specific step is completed should be organised in advance to avoid delays at the notary.

5.B.2. The public deed: what it should cover and key precautions

The deed should clearly set out the parties' details (including marital status and property regime where relevant), a full description of the property and any annexes, the price and payment method, how costs are shared and any key points on charges, existing tenancies, the community of owners or utilities. If the buyer is not comfortable with legal Spanish, it is essential to have a lawyer who speaks the buyer's language.

5.B.3. Handover of possession

Handover should match the agreement. If the seller stays on, there must be a written arrangement, usually a temporary licence to occupy. If furniture or items are included, agree it in writing and use a list of fixtures and fittings where appropriate. Clear documentation at handover prevents most disputes later.

C) POST-PURCHASE STAGE

This stage includes:

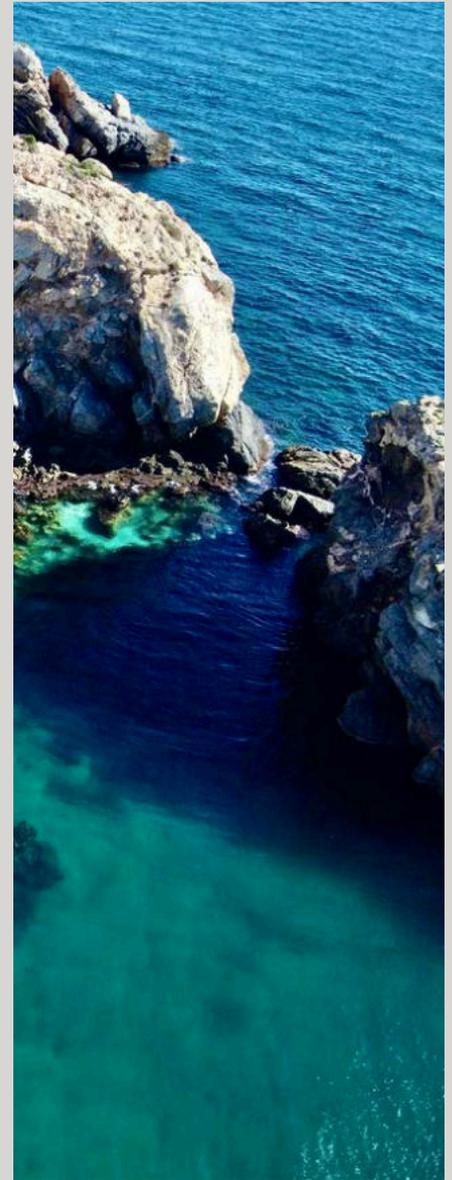
- payment of taxes
- Land Registry registration
- Cadastre update
- utilities
- owners' association (*comunidad de propietarios*)
- where applicable, foreign investment forms (D-2A) and any agreed regularisation work

A common mistake for international buyers is assuming everything is finished once the deed is signed. If the post-completion steps are left unfinished, problems often surface later and they are usually more costly to solve than dealing with them properly at the time.



6 ADDITIONAL CHECKS FOR INTERNATIONAL BUYERS IN ANDALUCÍA





Andalucía combines coastline, inland areas and rural land with very different planning scenarios.

Before buying with the intention to rent or refurbish, you should confirm planning viability and any restrictions imposed by the owners' association (*comunidad de propietarios*).

International buyers should also plan non-resident taxation, document filing and where relevant inheritance planning.

7 IN-DEPTH SECTIONS ON KEY TOPICS INCLUDED IN THIS GUIDE



7.1. DEPOSIT CONTRACTS (ARRAS) IN ANDALUCÍA: TYPES, RISKS AND BUYER-PROTECTIVE WORDING



For international buyers, deposit contracts are often where problems start when a standard template is used. Templates tend to assume a straightforward deal: no issues to resolve, a quick completion, smooth mortgage approval and no administrative permissions. In practice, that is rarely how an overseas purchase works.

A deposit contract has three jobs. It reserves the property and gives the buyer exclusivity. It sets the timetable for signing, document delivery and payments. It also provides a clear exit route by stating what happens if either party does not proceed and when the deposit is refunded or forfeited. Because the buyer is committing money up front, the wording needs to manage that risk.

In Spain there are three main types of deposit arrangement.

The most common in residential sales is ***arras penitenciales***, which allows either party to withdraw: the buyer loses the deposit if they pull out and the seller returns double if they withdraw. This gives clarity, but if the contract does not cover predictable obstacles the buyer can still lose the deposit for reasons outside their control.

Arras confirmatorias do not give a right to withdraw. They confirm the sale contract and a breach can lead to a claim for completion or termination with damages.

Arras penales add a penalty clause. They can be useful but only with careful drafting.

In most cases the practical choice is ***arras penitenciales***, drafted correctly so it is not treated as a different type.

The most important protection is the use of clear, time-limited conditions. These are not vague escape clauses. If finance is needed, the contract should require the buyer to apply within a short period, specify what evidence is accepted if the mortgage is refused and set the automatic result, usually the full return of the deposit.

Where military authorisation may be required for National Defence reasons (for certain non-EU buyers in some coastal areas of Cádiz) the contract must treat this as a real risk. It should state the requirement, require the application to be made immediately and set a maximum waiting period. If the authorisation is not granted, the contract should end automatically and the deposit should be returned.

“A deposit contract has three jobs: reserve the property, set the timetable and provide a clear exit route”

Where there are registered charges (such as a mortgage) completion should be conditional on Land Registry cancellation or a safe, simultaneous cancellation process with bank documentation and any necessary sum held back from the price. Where key planning documents are missing, it can also be sensible to make completion conditional on receiving evidence of licences and confirmation that there are no enforcement proceedings affecting the property.

Finally, deposits are often set at 10% of the purchase price, but this is not mandatory. Where there are significant uncertainties, staged deposits or a lower initial amount may be more sensible. The contract should also identify exactly where the deposit is held (account details and account holder), define the estate agent’s role if one is involved and set reciprocal document delivery duties and a realistic timetable, especially when the buyer is purchasing from abroad.

7.2. REGISTERED CHARGES AT COMPLETION: MORTGAGES, EMBARGOES AND HOW PAYMENTS ARE STRUCTURED



It is quite common for a property to be sold with a mortgage still registered and this does not prevent the sale. The key is not to complete as if the mortgage were not there. If it remains on the Land Registry, the purchase price should not be paid as though it has already been cleared. The payment needs to be structured so the mortgage is cancelled as part of the process.

There are two usual approaches. With prior cancellation, the seller repays the mortgage before completion and produces the mortgage cancellation deed once it has been registered, or at least proof that it has been lodged at the Land Registry together with clear supporting bank evidence. It is the cleanest option, but it is not always possible where the seller needs the sale proceeds to repay the loan.

The alternative is simultaneous cancellation, where the payment to the bank and the signing of the mortgage cancellation deed are dealt with at the same notary appointment. This requires coordination between the bank and the notary, but when it is properly organised it is a secure process. If Land Registry timescales mean the cancellation cannot be fully registered straight away, part of the price can be held back on clear terms: the amount, where it is held, when it will be released and what evidence is needed. This avoids the buyer being left exposed to a mortgage that should have been removed.

Attachments and embargo entries need careful, case-by-case review. Sometimes they can be cleared by paying the underlying debt. In other cases they make the transaction unworkable. Either way, it is not sensible to sign a deposit contract without a clear Land Registry picture and an agreed plan for removing any charges.

7.3. HOLIDAY LETTING IN ANDALUCÍA: VIABILITY, COMPLIANCE AND RISK FOR INTERNATIONAL BUYERS



Many international buyers come to Andalucía expecting to earn income from holiday lets. A common mistake is buying first and only later checking whether holiday letting is actually permitted.

In practice, tourist letting needs to clear several hurdles. It must comply with regional rules (registration with the Andalusian Tourism Registry) and local rules (municipal by-laws and planning policies can restrict holiday lets, as happens for example in the city of Cádiz). It also needs to meet Land Registry requirements (from 2025, an NRUA number is required) and owners' association (*comunidad de propietarios*) rules (the by-laws may restrict holiday lets and from 2025 they require express approval from at least three fifths of the owners). Meeting one requirement does not automatically mean the others are satisfied.

From a paperwork and compliance perspective, holiday letting needs to be checked across all of these areas. In recent years, controls on advertising and licence numbers on booking platforms have tightened, so compliance depends on staying organised over time, not on a one-off application.

For international owners, the setup also needs to work from a distance. That means reliable property management, a clear way to handle issues, routine maintenance, appropriate insurance and proper tax reporting. It also helps to decide early whether the plan is short-stay holiday lets, medium-term lets or long-term residential renting, as the rules and the practical and tax consequences are not the same.

7.4 BUYING RURAL PROPERTY IN ANDALUCÍA: POINTS THAT NEED EXTRA SCRUTINY

Andalucía has a significant rural market. With rural land, international buyers should apply a higher review standard.



7.4.1 Access and rights of way

An access route that “works in practice” is not always a legally secure access. Where access depends on a neighbour or another third party, the legal basis for that right of way needs to be checked. In most cases, the safest position is for the right to be properly documented and registered at the Land Registry.

7.4.2 Water: wells, rights and supply

In rural areas, water supply and water quality should never be taken for granted. The supply needs checking, along with the legality of any well and the quality of the water it produces. In some areas, such as Chiclana de la Frontera, aquifers can be affected by bacterial contamination linked to seepage from septic tanks.

7.4.3 Buildings and extensions

On rural land, residential building is often restricted. Where a home has no mains water and no sewerage connection, it may also lack a first occupation licence. That can be a warning sign of an irregular or “illegal” property and, in some cases, enforcement action can follow, including demolition orders or significant fines. Undocumented extensions are also common, so it is important to be clear on exactly what is being bought and whether any regularisation is realistically achievable.

7.4.4 Rural utilities: septic systems, solar and water tanks

Septic tanks, solar panels, water tanks and similar systems should be checked for condition and maintenance requirements. A system that works today may still require substantial investment in the short to medium term.

7.5. THINKING AHEAD: BUYING NOW AND SELLING LATER

International buyers rarely think about selling when they buy. Yet the easiest time to protect a future resale is at the point of purchase. When the Land Registry, the Cadastre and the property as it exists on the ground all match, finance, refurbishment and resale become far simpler. Keeping a complete file, including the deed, tax receipts, registration, licences, community documents and refurbishment records, reduces delays and gives confidence to the next buyer.

Refurbishment works should always be carried out with the right licences and paperwork where required. Alterations with no supporting documents are one of the most common sources of friction on resale, especially where the next buyer needs bank finance.



7.6. SUCCESSIONS AND INHERITANCE IN ANDALUCÍA: PLANNING AND PRACTICAL STEPS

Buying a property in Andalucía without thinking ahead about succession can turn an asset into a burden for the family. Cross-border estates are often more complicated because heirs may be in different countries, foreign documents usually need an apostille or legalisation and sworn translation, heirs may need NIE numbers and the notary, Land Registry, banks and tax deadlines all have to be coordinated.

In many cases, making a Spanish will covering Spanish assets makes the process much simpler. It does not remove the legal and tax steps, but it clarifies the basis of the succession and streamlines the notarial stage. In practice, the real cost in many international estates comes from the time and expense of obtaining the necessary documents in the home country, rather than from the legal principles themselves.

Banks also tend to freeze access after a death until succession entitlement and tax compliance have been evidenced. Where the family is outside Spain, that freeze can last until a power of attorney is granted to a representative in Spain and the succession steps are completed before the notary and the tax authorities.

Succession does not end at the notary. It only ends once the heirs have registered their title at the Land Registry and updated the Cadastre.



7.7. RECOMMENDED DOCUMENT PACK FOR INTERNATIONAL CLIENTS

The difference between a property that is easy to manage and one that causes repeated problems often comes down to one thing: the paperwork. For an international owner, key documents should be retrievable in minutes. This is not overkill. It is practical efficiency and legal protection.

As a minimum, it is worth keeping: the deed (authorised copy and simple copy) tax payment receipts an updated Nota Simple after registration Cadastre documents the IBI bill and proof of payment utility contracts and confirmations of the change of account holder community documents insurance policies and receipts.

It is also sensible to keep a yearly tax folder (non-resident tax filings rental income and expenses where relevant invoices and forms) and a future sale folder (certificates, surveys, improvements and licences). This saves time and cost if the property is later sold refinanced or dealt with as part of an inheritance.



8 APPENDICES



8.1 GLOSSARY

- **NIE: Foreigner Identification Number.**
- **Nota Simple: Land Registry extract showing ownership and registered charges.**
- **ITP: stamp duty on existing homes.**
- **VAT: Value Added Tax (new builds).**
- **AJD: stamp duty on notarial documents).**
- **Non-Resident Income Tax (Form 210): tax filing for non-resident owners of Spanish property.**
- **D-2A: foreign investment filing for a property purchase (where applicable).**
- **D-2B: foreign investment filing for a property sale (where applicable).**
- **DP-2: declaration required before signing in certain foreign investment cases (where applicable).**
- **Military authorisation: required military approval for certain non-EU buyers purchasing in designated National Defence areas (Law 8/1975 and Royal Decree 689/1978).**



8.2. DOCUMENT CHECKLIST



As a general guide, the minimum document file should include:

- A valid passport and NIE.
- Marital status documents and evidence of the marital property regime where relevant, apostilled or legalised and translated where required.
- Notarial power of attorney (if the buyer will not attend), with apostille and translation where applicable.
- Source of funds pack: statements, sale contracts, tax certificates, inheritance documents, payslips or other supporting evidence.
- An up-to-date *nota simple* and mortgage or charge cancellation documents where relevant.
- Cadastre information, cadastral reference and IBI bills.
- Community documentation (zero debt certificate, by-laws and relevant minutes).
- Planning documentation relevant to the specific property.
- A reviewed deposit contract and a draft deed.
- After completion: tax payment receipts, Land Registry registration, Cadastre update and utility transfers.
- Where applicable: filing evidence for D-2A (and later D-2B) and where required DP-2.

9. CONCLUSION AND DISCLAIMER



Buying property in Andalucía can be an excellent personal and financial decision, provided the transaction is built on solid foundations: thorough Land Registry and Cadastre checks, planning review where needed, well-protected contract terms and a properly completed closing, including registration and full tax and administrative compliance. A preventive approach is what separates a smooth purchase from one that causes problems for years.

Disclaimer

The information in this guide is provided for general information only and does not constitute legal advice. Although every effort is made to keep the content accurate and up to date, laws and administrative practice can change and each matter must be assessed on its own facts. Every transaction has its own variables and these should be reviewed before any decisions are taken.

This guide has been prepared by Juan Antonio Rodríguez, solicitor at TempleCAMBRIA.

If advice tailored to a specific situation is required before taking any decision, please contact us. The case will be reviewed and clear guidance provided on the steps needed to ensure the purchase proceeds smoothly and without setbacks.

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