# **Conditional contract: property sale**

This agreement is dated: [date]

[Private individuals]

The Seller is: [name] of [address]

The Buyer is: [name] of [address]

The Guarantor: [name] of [address]

[For Companies]

The Seller is: [name of company] a company registered in Ireland, under

registered  $\blacksquare \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare \blacksquare] \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare \blacksquare].$ 

The Buyer is: [name] of [address]

#### It is now agreed as follows:

### 1. Definitions

The following definitions apply in this agreement:

"Completion Date" means the date of legal completion of the Sale when the

balance of the

........

"Conditions of Sale" means conditions of sale (2017) issued by

................

"Condition" means the event or happening set

**4** .

"Condition Expiry Date" means the last date upon which the Buyer may confirm

. . . . . . . . . . . . . . .

"Deposit" means the deposit payable now on exchange of ■ ■ ■

..................

"Land" means the subject matter of this agreement and

 $\blacksquare$   $\blacksquare$   $\blacksquare$  .

"Notice to Complete" means either:

a notice in writing given by one party to the other stating

		either that the Condition has $\blacksquare \blacksquare \blacksquare$
		a notice by the Buyer that he wishes to complete this contract whether ••••••••••••••••••••••••••••••••••••
"Sale	, n	means the sale of the Land by the Seller to the ■ ■ ■
"Sale	Price"	means the total purchase price for the Land.
Inte	rpretation	
This a	agreement shall be in	nterpreted as • • • • • • • • .
2.1.	A reference to a peand any organisation	erson includes a human individual, a corporate entity on
2.2.	If any party to this a obligations of that	agreement comprises more than one person, all
2.3.		aragraph or schedule is to a paragraph or schedule unless the context • • • • • • • • • • • • • • • • • • •
2.4.	The headings to the agreement are inse	
2.5.	· -	any party not to do or omit to do something includes allow some
2.6.	[Except where state from this ■ ■ ■ ■ ■ ■ ■	ed otherwise,] any obligation of any person arising
2.7.		knowledge, information, belief or awareness of any emed to include the knowledge, information, ■ ■ ■
		I∎■.

2.8.	This agreement contains the entire agreement between the parties and supersedes all previous agreements whether written or oral, discussion, promises and understandings between the parties. Each party acknowledges that while entering into this   The parties and supersedes all previous agreements whether written or oral, discussion, promises and understandings between the parties. Each party acknowledges that while entering into this   The parties and supersedes all previous agreements whether written or oral, discussion, promises and understandings between the parties. Each party acknowledges that while entering into this   The parties and supersedes all previous agreements whether written or oral, discussion, promises and understandings between the parties. Each party acknowledges that while entering into this   The parties are the parties and the parties are the p
Part	iculars of transaction
3.1.	The Land is: [the • • • • ( • • • • • • ) • • • • • • • •
OR	
	as described in Schedule 1.
3.2.	The Deposit ■ ■ ■ : € [ 100 , 000 ]
3.3.	The Sale Price ■ ■ ■ : € [ 1 , 000 , 000 ]
3.4.	The Completion Date is: [four weeks] from the date • • • • • • • • • • • • • • • • • • •
3.5.	The Condition Expiry •••••: [•••••••••
The	Condition
4.1.	The Condition shall be satisfied when the [planning consent is granted for the construction on • • • • • • • • • • • • • • • • •
OR	
4.2.	The Condition shall be deemed to • • • • • • • • • • • • • • • • • •

4.3.	That the Buyer has • • • • • • • • • • • • • • • • • • •
OR	
4.4.	as the case may be.
Sell	er's warranties
The S	Seller represents and warrants that:
5.1.	his title to • • • • • • • • • • • • • • • • • •
OR	
5.2.	he is the owner of the Land and knows no reason
OR	
5.3.	title to the • • • • • • • • • • • • • • • • • • •
5.4.	all planning applications and informal discussions with planning officers in relation
	,
5.5.	he knows of no development project in sufficient proximity
5.6.	there are not now nor have been during
	•••••
5.7.	all of the Seller's interest in the
5.8.	[add more warranties if required, particularly if a sale contract is ■ ■ ■

Lea	ses or other occupants
6.1.	the Land shall
OR	
6.2.	[the leases / tenancy agreements / • • • • / • • • • • • • • • • • • •
AND	
6.3.	[all rent is paid to date and that the
OR	
6.4.	Within [4] weeks of the date • • • • • • • • • • • • • • • • • • •
AND	
6.5.	If the tenant fails to vacate the Land within the
Tax	ation
7.1.	the Sale will • • • • • • • • • • • • • • • • • •
OR	
7.2.	the Sale will/will not constitute a supply that is taxable for VAT • • • •

8.	Sell	ler's compliance
	The S	Seller agrees • • • • • • • • • • • • • • • • • •
	8.1.	not communicate to any person or authority, an •••••••••••••••••••••••••••••••••••
	8.2.	not submit any planning application;
	8.3.	not charge the Land;
	8.4.	not grant over the Land any right whatever;
	8.5.	allow the Buyer and anyone with his • • • , • • • • • • • • • • • • • • •
	8.6.	send to the Buyer • • • • • • • • • • • • • • • • • • •
9.	The	agreement
	9.1.	Subject to satisfaction of the Condition by the Condition Expiry Date, ■
	9.2.	Whether or not the Condition is satisfied, at any
	9.3.	Satisfaction of the Condition constitutes a binding contract for Sale
	OR	

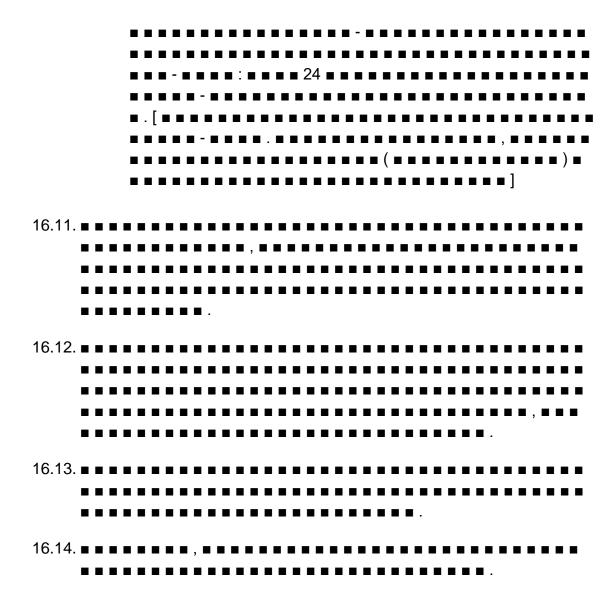
9.4.	The Sale shall proceed in $\blacksquare$
9.5.	The transfer to the Buyer shall
9.6.	Completion of the Sale and purchase shall take place on
9.7.	The Seller • • • • • • • • • • • • • • • • • • •
9.8.	The Seller agrees to transfer the Land
Eas	ements, rights and reservations
10.1.	In this paragraph, land which has the benefit of
10.2.	The Land is sold subject to all
10.3.	The Land is sold with the benefit of such rights over
10.4.	The transfer of the Land
10.5.	If, within five years of the Condition Expiry Date, either party wishes to
10.6.	The compensation shall be twice • • • • • • • • • • • • • • • • • • •

10.7.	If any such change is made, the	
Insu	rance	
11.1.	The Seller shall do everything required to maintain and	
11.2.		
Тор	-up payment	
The B	uyer hereby covenants that:	
12.1.	[1.8 ]	
12.2.		
12.3.	[60 %]	
Guarantor's warranties and guarantee		

**12.** 

	13.2.
	13.3.
14.	Indemnity - Seller to Buyer
	14.1. failing to complete the Sale, or
	14.2. any breach of this agreement;
	14.3.
15.	Assignment of the agreement
	••••
16.	Miscellaneous matters
	16.1.
	16.2.

16.3.	
	•••••
16.4	
10.4.	
16.5.	
16.6.	
16 7	
10.7.	
16.8.	
16.9.	
16.10	
	It shall be deemed to have been delivered:



## Signed by the parties

Signed by [personal name] on behalf of [name of Seller] as its / his representative who personally accepts liability for the proper authorisation by [name of Seller] to enter into this agreement.

Signed by [personal name] on behalf of [name of Buyer] as its / his representative who personally accepts liability for the proper authorisation by [name of Buyer] to enter into this agreement.

## OR

Signed by [Seller personal name]

Signed by [Buyer personal name]

Signed by [Guarantor personal name]

# **Schedule 1: Description of the Land**

## Schedule 2: Rights granted and reserved

> supply of water; foul drainage systems; surface water drains, ditches and the like

...,.......

# **Schedule 3: Planning applications and information**

# Schedule 4: Leases, tenancies and other occupational rights



## **Schedule 5: Restrictive covenants**

Exar	mple text
The	Buyer shall not:
a)	
b)	
c)	[continue the list as required]

## **Explanatory notes**

**Conditional contract: property sale** 

## **General notes:**

## 1. The politics of your deal

An agreement is unusual in that it is a conditional selling proposal. It is up to you to convince the land owner that he should sign to a deal proposed by you. You therefore have a problem in deciding how far to push for terms which protect you. In our experience, most agreements are rough and simple. The conditioner takes many risks. This agreement is a

## 2. Check every detail

This agreement may not be effective if you fail to complete some vital element, such as the matters set out  $\blacksquare \blacksquare 9$ .

### 3. Simpler version available

This is a full version agreement. In most cases when you need a document like this, you will want to tie up your deal simply - before your seller changes his mind or takes advice from family, friends and neighbours. You do not want to put off your buyer by giving him a long legal document he will not understand. Net Lawman also sells several simpler versions, which are less likely to provoke a strong

## Paragraph specific notes

#### 1. Definitions

	what definitions are needed and whether they really
2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose. Many of them
3.	Particulars of transaction
	This paragraph provides additional detail and figures not fully specified in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
4.	The Condition
	Obviously important to specify very precisely, possibly with a time limit. If there is no space here, use a schedule. If you need to add plans or other documents, refer
5.	Seller's warranties
	The extent of seller's warranties is a matter of negotiation. It is essential that you use this opportunity to tie the seller to any "facts" which you require to be full and accurate. If the land is
	This paragraph covers points you would normally cover in pre-contract enquiries or through your own investigation. By obtaining a warranty from the seller, you will be able to sue for breach
6.	Lease or other occupants
•-	We have provided alternatives. By all means select the
7.	Taxation
	You will know the VAT •••••••••••••••••••••••••••••••••••
8.	Seller's compliance

	Here you are telling the seller to stay away. It is a matter of negotiation. Even if you can register
9.	The agreement
	This paragraph deals with "completion of the = = = " = = = = = " = = = " = = = ".
	Completion of the condition
	We offer you alternatives. By
	Contract for sale
	9.3 and 9.4: We have offered you two alternatives to record the sale • • • .
	This agreement sets out the basic terms of the contract for sale. Provided you use this
	It is not essential that you even read the text of the conditions,
	You can buy a copy from <a href="https://www.lawsociety.ie/Solicitors/Practising/Practice-Notes/New-Conditions-of-Sale-2017-edition/#.WpY_k-huaUk">https://www.lawsociety.ie/Solicitors/Practising/Practice-Notes/New-Conditions-of-Sale-2017-edition/#.WpY_k-huaUk</a>
	https://www.lawsociety.ie/productdetails?pid=1081 or you can ask your solicitor to send you a copy.
	Alternatively you could use your own sale contract. We assume this will be a version you have previously used, drawn by a solicitor.   9.4  9.4  9.8  9.8  9.8  9.8  9.8  9.3  9.3  9.8  9.8
10.	Easements, rights and reservations
	Delete if none. If applicable, we have provided a separate schedule with "starter" examples to set down clearly specifying details of uses, •••••••••••••••••••••••••••••••••••
	•••••

Edit as you require.
Top-up payment
Briefly, this provides for a future uplift for the seller. Often, it may not be possible to obtain planning permission for the desired development, or for the whole site, or at
Guarantor's warranties and guarantee
If the land owner is a company, you should ask the director to guarantee this
Indemnity - Seller to Buyer
This is a short form of indemnity intended
Assignment of the agreement
We have no comment.
Miscellaneous matters
A number of special points. We have identified each of these as important to
••••••••••••
These are just as valid in
This agreement

Schedule 1 - Description of Land

11. Insurance

If the land is registered
If unregistered,
lf = = = = = = = = = = = , = = = = = = =
Make sure • • • • • • • • • • • • • • • • • • •
In any event provide an address.
Schedule 2 - Rights granted and reserved
Delete if none. Otherwise, set down clearly
Schedule 3 - Planning applications and information
We have no comment.
Schedule 4 - Leases, tenancies and other occupational rights
Enter summary • • • • • • • • • • • • • • • • • • •
Delete if no lease.
Schedule 5 - Restrictive covenants
Enter as required. Use = = = , = = = = = = = = = = = . = = . = = .

# **End of notes**