

IE-PRopt01

Conditional contract: property sale

either that the Condition has
..... ;

or

a notice by the Buyer that he wishes to complete this
contract whether
..... .

"Sale" means the sale of the Land by the Seller to the
..... .

"Sale Price" means the total purchase price for the Land.

2. Interpretation

This agreement shall be interpreted as

2.1. A reference to a person includes a human individual, a corporate entity
and any organisation
..... .

2.2. If any party to this agreement comprises more than one person, all
obligations of that
..... .

2.3. A reference to a paragraph or schedule is to a paragraph or schedule
to this agreement unless the context
..... .

2.4. The headings to the paragraphs and schedules (if any) to this
agreement are inserted
..... .

2.5. Any agreement by any party not to do or omit to do something includes
an obligation not to allow some
..... .

2.6. [Except where stated otherwise,] any obligation of any person arising
from this
..... .

2.7. A reference to the knowledge, information, belief or awareness of any
person shall be deemed to include the knowledge, information,
.....
..... .

4.3. That the Buyer has
.....

OR

4.4. *as the case may be.*

5. Seller's warranties

The 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
..... ,
..... , 3 ;

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*
..... .

.....
.....,,,].

6. Leases or other occupants

6.1. the Land shall
..... .

OR

6.2. [the leases / tenancy agreements / /
..... 4
.....].

AND

6.3. [all rent is paid to date and that the
.....
.....].

OR

6.4. Within [4] weeks of the date,
.....
..... [4].

AND

6.5. If the tenant fails to vacate the Land within the,
.....
.....
..... .

7. Taxation

7.1. the Sale will
..... .

OR

7.2. the Sale will/will not constitute a supply that is taxable for VAT
.....
.....

.....
.....

8. Seller's compliance

The 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

10.7. If any such change is made, the
.....
..... .

11. Insurance

11.1. The Seller shall do everything required to maintain and
.....
.....
.

11.2.
..... .

12. Top-up payment

The Buyer hereby covenants that:

12.1.,, [.....]
.....,
..... ("")
..... [1.8] ,
..... - ("")
..... ;

12.2.
..... [.....]
.....,
.....
..... .

12.3. [60 %]
.....
.....
.....
..... .

13. Guarantor's warranties and guarantee

13.1.
.....

.....

.

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.
.....
.

OR

Signed by [Seller personal name]

Signed by [Buyer personal name]

Signed by [Guarantor personal name]

Schedule 1: Description of the Land

Schedule 3: Planning applications and information

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
https://www.lawsociety.ie/Solicitors/Practising/Practice-Notes/New-Conditions-of-Sale-2017-edition/#.WpY_k-huaUk
<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 . 3
..... “.....”

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,
.....
..... .

