

UK-PRopt01

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 England and Wales, [REDACTED] [REDACTED].

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 [REDACTED]
[REDACTED].
- "Condition" means the event or happening set [REDACTED]
■ 4.
- "Condition Expiry Date" means the last date upon which the Buyer may confirm that he will buy [REDACTED]
[REDACTED].
- "Deposit" means the deposit payable now on exchange of [REDACTED]
[REDACTED].
- "Land" means the subject matter of this agreement and includes all or [REDACTED]
[REDACTED].
- "Notice to Complete" means either:
a notice in writing given by one party to the other stating either that the Condition has [REDACTED]
[REDACTED];
or

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

2. Interpretation

3. Particulars of transaction

- 3.1. The Land is: [the ████ (████) ████ ,
██████████ , ██████████ 4RG]

OR

as described in Schedule 1.

4. The Condition

- 4.1. The Condition shall be satisfied when the [planning consent is granted for the construction on [REDACTED] / [REDACTED] [REDACTED] 25 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

OR

- 4.2. The Condition shall be deemed to commence on the 30th day of January.

4.3. That the Buyer has [REDACTED]
[REDACTED].

OR

4.4. *as the case may be.*

5. Seller's warranties

The Seller represents and warrants that:

5.1. his title to [REDACTED] [REDACTED]
[REDACTED].

OR

5.2. he is the owner of the Land and knows no reason [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

OR

5.3. title to the [REDACTED] [REDACTED]
[REDACTED]

5.4. all planning applications and informal discussions with planning officers
in relation [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED] 3;

5.5. he knows of no development project in sufficient proximity [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]

.

5.6. there are not now nor have been during [REDACTED] [REDACTED]
[REDACTED]
[REDACTED].

5.7. all of the Seller's interest in the [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

5.8. *[add more warranties if required, particularly if a sale contract is* [REDACTED]
[REDACTED].

[REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED] J.

6. Leases or other occupants

- 6.1. the Land shall [REDACTED]
[REDACTED].

OR

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

AND

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

OR

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

AND

- 6.5. If the tenant fails to vacate the Land within the [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

7. Taxation

- 7.1. the Sale will [REDACTED]
[REDACTED].

OR

- 7.2. the Sale will constitute a supply that is taxable for VAT purposes. [REDACTED]
[REDACTED]
[REDACTED]

8. Seller's compliance

9. The agreement

OR

10. Easements, rights and reservations

11. Insurance

- 11.1. The Seller shall do everything [REDACTED]
[REDACTED]
[REDACTED] ..
- 11.2. The Seller is not obliged to [REDACTED]
[REDACTED].
- 11.3. For the avoidance of doubt, [REDACTED].

12. Top-up payment

The Buyer hereby covenants that:

- 12.1. if, [REDACTED] [five] years [REDACTED]
lopment ("New Permission") [REDACTED] than [1.8
times] [REDACTED], [REDACTED] ([REDACTED
■ ■ " [REDACTED"]) [REDACTED];
- 12.2. on any sale of all or part of the Land by the Buyer, within [five] years of
today, the Buyer will make provision in the contract [REDACTED]
[REDACTED]
[REDACTED].
- 12.3. the [REDACTED] [60%] of the difference between the
open market value of the Land at the Completion Date of this [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

13. Guarantor's warranties and guarantee

- 13.1. The Guarantor warrants that he is not aware of anything which might or
will adversely affect the Seller's [REDACTED]
[REDACTED].
- 13.2. The Guarantor warrants that the Seller is not insolvent and that he
knows of no circumstance which would entitle any creditor to appoint a
receiver or to petition [REDACTED]
[REDACTED].

14. Indemnity - Seller to Buyer

15. Assignment of the agreement

The Buyer shall be entitled to assign this agreement and all or any part hereof to any person by notice in writing given to the Seller.

16. Miscellaneous matters

It shall be deemed to have been delivered:

if delivered by hand: on █ █ █ █ █ █ █ █ █ █ █ █ █ █ █ ;

16.13. Each party shall bear its own legal [REDACTED]
[REDACTED]
[REDACTED].

16.14. The validity, construction and [REDACTED]
[REDACTED].

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]

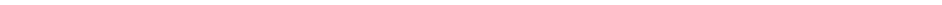
Schedule 1: Description of the Land

Schedule 2: Rights granted and reserved

Example text

If the Buyer shall provide an alternative route, for which planning [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

The following rights



Schedule 3: Planning applications and information

Schedule 4: Leases, tenancies and other occupational rights

Example text

Schedule 5: Restrictive covenants

Example text

[REDACTED]
[REDACTED].

The Buyer shall not:

- a) [REDACTED]
[REDACTED]
- b) [REDACTED]
[REDACTED] / [REDACTED] . . .]
- c) [continue the list as required]

Schedule 6: Exceptions and changes to the SCPC

.....

1.3.3 Substitute:

- a) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED].
- b) [REDACTED]
[REDACTED].

1.3.7 ([REDACTED]) [REDACTED] ([REDACTED]) [REDACTED]
24 [REDACTED].

1.4.14 [REDACTED] 1.4.2 [REDACTED].

2 Shall not apply.

3.2 Shall not apply.

7.3.1 [REDACTED], [REDACTED]
[REDACTED].

9.4 Shall not apply.

10.5.2 [REDACTED]:
[REDACTED]
[REDACTED].

10.5.3 [REDACTED].

10.6.2 [REDACTED]:
[REDACTED], [REDACTED]
[REDACTED]:

([REDACTED]) [REDACTED], [REDACTED], [REDACTED]
[REDACTED];

([REDACTED]) [REDACTED]
[REDACTED]
[REDACTED];

Part 2, number A1 Shall not apply

Explanatory notes

Conditional contract: property sale

General notes:

1. The politics of your deal

2. This is the contract

3. Check every detail

This agreement may not be effective if you fail to complete some vital element, such as the matters set out ■ ■ ■ ■ ■ 3 . 4 ■ ■ ■ ■ ■ 9 .

4. Register your contract

Whether or not your contract is in respect of registered land, you should register it at the Land Registry. You do not need a solicitor to do this, but you will require a site plan unless the area covered by the contract is the same as the seller's registered title.

5. Unregistered title

Please note: there are many titles, all over the country, which are unregistered because the land has been neither bought nor charged since land registration in that area became compulsory. Start by asking the seller for his title certificate number. If he does not have it or the land is not registered, search

the Index Map at the Land Registry to obtain the title number, then request a copy of the land certificate and the title plan. If [REDACTED], [REDACTED] [REDACTED]. £ 10. [REDACTED]
[REDACTED].
[REDACTED].

If the title is unregistered you must instruct a solicitor. That [REDACTED]
[REDACTED].

6. 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 [REDACTED].
[REDACTED], [REDACTED]
[REDACTED].

Our changes to the Law Society's Standard Commercial Property Conditions

To give you a watertight contract we have incorporated the Law Society's Commercial Property Conditions, version 3. We are not permitted to sell or give these to you, (though there is no obvious reason why the Law Society should be concerned). However, you can buy [REDACTED]
[REDACTED]
[REDACTED].

These are the explanations of our proposed changes:

The following numbering applies to the numbers in the Law Society's [REDACTED]
[REDACTED].

1.3.3 Substitute:

- a) Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent by email to an address used by [REDACTED] [REDACTED] [REDACTED]
[REDACTED].
- b) Delivery by fax or email constitutes valid delivery only if the parties have expressly so agreed. The SCPC specify that email addresses must be "given in the contract" and [REDACTED]
[REDACTED].

1.3.7 (d) and (■ ■ ■ ■) ■ ■ ■ ■

1.4.1 and 1.4.2

2 Shall not apply.

Explanation: It means that you pay VAT on the purchase price only provided ■ ■ ■

3.2 Shall not apply.

Explanation: Provides for 10% deposit. No applicable in

Explanation: This paragraph regulates the time periods between each step of the conveyancing process. In your circumstances we have given you a little more time. It will total an extra [REDACTED]

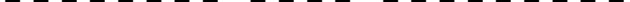
9.4 Shall not apply.

Explanation: This is a statement of money payable on completion. The ■ ■ ■ ■ ■

10.5.2 Delete  :

10.5.3 Shall

Explanation: As for 10.5.2

10.6.2  10.6.2

the buyer may rescind the contract.

Part 2, number A1 shall not apply.

Paragraph specific notes

1. Definitions

This paragraph defines meanings. It also sets out critical figures and dates. If you [REDACTED], [REDACTED] [REDACTED].

2. Interpretation

3. Particulars of transaction

4. The Condition

5. Seller's warranties

6. Lease or other occupants

7. Taxation

You will know the VAT

8. Seller's compliance

.....

9. The agreement

Completion of the condition

Contract for sale

They can be found on the Internet if you take the trouble to search. However, you can buy a copy from Oyez legal forms http://www.oyezstore.co.uk/f_title/buy_6232.htm or you can ask your solicitor to send you a copy.

10. Easements, rights and reservations

Delete if none. If applicable, we have provided a separate " " .
" " .
" , " .
" .

11. Insurance

Edit as you require.

12. Top-up payment

13. Guarantor's warranties and guarantee

14. Indemnity - Seller to Buyer

15. Assignment of the agreement

We have no comment.

16. Miscellaneous matters

A number of special points. We have identified each of these as important to



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Schedule 1 - Description of Land

If unregistered, [REDACTED]
[REDACTED].

If [REDACTED], [REDACTED].

Make sure [REDACTED]
[REDACTED].

In any event provide an address.

Schedule 2 - Rights granted and reserved

Delete if none. Otherwise, set down clearly [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

Schedule 3 - Planning applications and information

We have no comment.

Schedule 4 - Leases, tenancies and other occupational rights

Delete if no lease

Schedule 5 - Restrictive covenants

Enter as required, if any. Example:

"The transfer [REDACTED]
[REDACTED].

The Buyer shall not:

- a) [REDACTED]
[REDACTED]
- b) Use or [REDACTED]
[REDACTED] [REDACTED / [REDACTED] ...]
- c) [REDACTED]"

Schedule 6 - Exceptions and changes to the SCPC

See long note above

End of notes