

UK-PRopt01

Conditional contract: property sale

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

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 constitute a supply that is taxable for VAT purposes.
.....
.....

.....
■ .

8. Seller's compliance

The Seller agrees, ■
..... :

8.1. not communicate to any person or authority, an
.....
,
■ ;

8.2. not submit

8.3. not

8.4. not grant

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
between the parties in the, ■■■
....., ■■■
..... 6 .

OR

Schedule 1: Description of the Land

Schedule 3: Planning applications and information

Explanatory notes

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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. This is the contract

You will be aware that, in English law, a sale and purchase of "land", that is land plus any buildings on it, usually takes place in two parts. First comes the contract, which binds the parties, then comes the formal stuff before the transfer is handed to the buyer in exchange for cash. A well drawn agreement (..... !)

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

End of notes