

Contract review

Off-plan condominium

ILLUSTRATIVE CLIENT REPORT | 7 OCTOBER 2026

Report details	Fictional matter
Client	The Buyer
Project	Example Riverside Residences
Developer	Example Development Co., Ltd.
Stage / version	Stage 1: Contract review / R1
Prepared for	Illustration only; no real client or appointed lawyer
Decision requested	Address high-risk terms before signing

1. Executive decision

Recommendation: seek amendments before signing. Three high-risk provisions concern the deposit, ability to register the unit and payments before transfer. Three medium-risk provisions concern area variation, extensions and completion costs. Two provisions are marked Keep, subject to consistency with the amended draft.

Risk ratings describe the contractual concern in this fictional draft. They do not predict a result or establish the project's status. A complete client report identifies the responsible licensed lawyer and the agreed scope; this public sample uses neither a real matter nor a staff identity.

What the client would receive

A document register, findings tied to specific clauses, the practical consequence of each issue, recommended changes and a sequenced action plan. Actual depth, annexes and delivery format follow the engagement and documents received.

Scope & evidence

2. Review boundary

Included: a review of the fictional 14-page draft sale agreement for the Buyer's contractual position. The draft is treated as unsigned. No separate annexes, payment receipts or independently obtained records are assumed.

Excluded: title and encumbrance searches; independent verification of project approvals, including EIA; reservation-form and marketing review; tax advice; valuation; engineering advice; and a site inspection. These require separate instructions and, where appropriate, a specialist.

3. Document register

ID	Material	Status	Treatment
D1	Draft sale agreement	14 pages; unsigned; fictional	Reviewed for contractual risk only
D2	Reservation form / deposit receipt	Not supplied	Request before reconciling reservation and sale terms
D3	Title, encumbrances and project approvals	Not supplied	Separate due diligence required
D4	Unit plan, specifications and payment schedule	No separate annexes supplied	Request the complete annex pack before signing

Evidence gaps that affect the decision

Registration: the contract wording is reviewed, but quota availability and the Buyer's eligibility are not verified by this sample.

Physical delivery: the unit, specifications and construction progress cannot be established from a contractual promise alone.

Completeness: the reservation terms, annexes and signed payment schedule must be reconciled before the final signing recommendation.

Nothing in this report confirms title, approval status, solvency, construction quality or a successful transfer. Missing evidence is an open question, rather than a positive finding.

Priority contractual findings

4. High-risk provisions

3.2 (p.2) | Reservation deposit | High

Finding and consequence. The Developer can retain the deposit even if no sale agreement is offered. The Buyer could lose the deposit without obtaining a binding purchase contract.

Recommended response. Agree a deadline for delivery of an acceptable agreement and a full refund if it is not met. Ask for written confirmation that the reservation terms will follow that amendment.

4.1 (p.3) | Registration / foreign quota | High

Finding and consequence. The draft gives no express refund remedy if the unit cannot be registered in the Buyer's name within the foreign quota. Eligibility and quota have not been independently verified.

Recommended response. Make ability to register in the Buyer's name a condition of completion, with a defined refund mechanism if that condition fails. Obtain current supporting evidence in a separate due-diligence stage.

5 (p.4) | Payments before transfer | High

Finding and consequence. Most of the price is payable before ownership transfers, without escrow or another stated security arrangement. A payment receipt alone does not establish construction progress or secure a refund.

Recommended response. Seek a lower pre-transfer payment share or an appropriate security arrangement. Define documentary evidence and inspection checks for each milestone; negotiate the right to defer a disputed milestone payment.

Negotiation position

Ask for an amended clean draft and a marked comparison showing every agreed change. Verbal assurances or marketing statements should not substitute for the terms relied upon at signing. If a material protection is refused, request a revised written assessment before committing.

Remaining findings

5. Medium-risk and retained provisions

7.4 (p.6) | Unit area variation | Medium

The permitted area tolerance can result in a smaller unit with no adjustment to the price. The draft does not clearly explain the measurement basis. **Response:** Specify the measurement basis, a narrow agreed tolerance and a pro-rata adjustment outside it. Align the signed floor plan and unit schedule with the agreement.

8.1 (p.7) | Completion extensions | Medium

Completion can be extended without a clear outer limit. This weakens the usefulness of the promised completion date. **Response:** Define qualifying extension events, notice and supporting evidence, and a final long-stop date with an agreed termination and refund route.

10.2 (p.9) | Transfer costs | Medium

All transfer costs are assigned to the Buyer without an itemised estimate or distinction between the parties' obligations. The eventual completion cost is therefore unclear. **Response:** Obtain an itemised completion estimate and agree the allocation of each cost in writing before signing. Tax calculation and tax advice are outside this review.

11 (p.10) | Delay compensation | Keep

The draft includes compensation for late completion. Retaining it gives the Buyer a contractual remedy, although its value depends on the trigger and the extension provisions. **Response:** Retain the protection. Check that amendments to clause 8.1 do not make the trigger ineffective. This sample does not assess any actual compensation amount.

14 (p.12) | Dispute forum | Keep

The draft specifies Thai courts. The forum wording is retained for this fictional example; a real review would consider the parties and the complete dispute clause. **Response:** Retain in this example. Confirm that contract-language and notice provisions are consistent with the agreed dispute process.



Action plan & next stages

6. Sequenced actions

When	Responsible team	Action
Before signing	Buyer / case manager	Obtain the missing annex pack and reservation papers. Confirm the review scope and any deadline.
Before signing	Our legal team	Prepare proposed amendments to clauses 3.2, 4.1 and 5, then reconcile completion, area and cost provisions.
Before a payment commitment	Buyer / our legal team	Agree any additional title, approvals and registration checks. Decide whether to proceed only after the written findings.
Before each agreed milestone	Our legal team / property inspection team	Check milestone evidence and inspect against the agreed scope. Report discrepancies before the payment date.
Before transfer	Buyer / case manager / our legal team	Agree a separate completion scope, documents and authority to act. Confirm outstanding conditions and the cost estimate.

7. Additional work, only if instructed

Negotiation and addendum: proposed amendments, reconciliation of the revised draft and a written signing position. Fixed fee and delivery date agreed in advance.

Due diligence and milestone checks: records checks, evidence review and property inspections under a separately agreed scope. Fees quoted per stage or milestone; no price is assumed here.

Completion: transfer planning, document requirements and any power of attorney under a separate instruction. Availability and requirements depend on the matter.

8. Use and limitations

This is a fictional illustration of report structure, not advice on a real purchase. It contains no verified legal conclusion about a real project, party or contract. An actual report is based on the agreed documents and review date, with the responsible licensed lawyer named under the separate engagement.

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