

# **Contract**

for the sale of the property known as

**Bridge House  
Melton Road  
Wrawby  
DN20 8SS**

(1) **Santander UK PLC**

(2)

Ref: **SANTRS000079**

<p><b>Formula:</b></p> <p><b>A B C</b></p> <p><b>Parties:</b></p> <p>On behalf of Seller .....</p> <p>On behalf of Buyer .....</p>
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**Agreement**

(Incorporating the Standard Conditions of Sale (Fifth Edition))

**Agreement Date**

**Seller** Santander UK PLC of 9 Nelson Street, Bradford, BD1 5AN

**Buyer**

**Property** Bridge House, Melton Road, Wrawby, DN20 8SS

**Tenure** Freehold

**Title Number** HS284944

**Incumbrances on the Property** The matters referred to in the Property and Charges Registers to Title Number HS284944 except matters which are overreached on a sale by a mortgagee

**Completion Date** **28 Days from the date of exchange of Contracts at Auction**

**Contract Rate** 4% above the base lending rate of Barclays Bank plc

**Purchase Price** £

**Deposit** £

**Balance** £

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

<p><b>WARNING:</b></p> <p><b>This is a formal document designed to create legal rights and legal obligation. Take advice before using it.</b></p>
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<p>Signed .....</p> <p align="center">Seller/Buyer</p>
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## SPECIAL CONDITIONS OF SALE

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### INCORPORATION OF SPECIAL CONDITIONS OF SALE

- 1 This Agreement incorporates the Standard Conditions of Sale (Fifth Edition) ("the Standard Conditions").
- 2 Where there is a conflict between the Standard Conditions and this Agreement, this Agreement prevails.
- 3 Where the context so admits the terms used or defined in this Agreement have the same meaning as those used in the Standard Conditions.

### GENERAL

- 4 The Seller sells as mortgagee, either in possession or otherwise.
- 5 The property is sold subject to all incumbrances on the property and the Buyer will not raise any requisitions on them.
- 6 Subject to the terms of this Agreement and to the Standard Conditions, the Seller transfers the property with no title guarantee.
- 7 The definition of clearing bank in condition 1.1.1(b) is amended to mean a bank which is a direct participant in the CHAPS system operated by the Bank of England.
- 8 Standard Condition 2.2.6 shall not apply and the Seller's conveyancer will hold the deposit as agent for the Seller.
- 9 Standard Conditions 1.5, 3.1.3, 4.1.1, 4.2.2, 4.2.3, 4.3, 4.6.2, 4.6.5, 4.7, 6.1.1, 6.3.1, 6.3.2, 6.3.5, 7.1.1(a), 7.2.3, 8.3 and 9 are expressly excluded from this Agreement.
- 10 It is the Buyer's responsibility to effect insurance cover against all risks immediately from the date hereof, unless the property is leasehold and the property is insured by the landlord or another third party.
- 11 The Seller shall not be required to transfer the property to any person body or corporation other than the Buyer. The Seller shall further be entitled to decline to transfer the property in more than one lot or at more than one purchase price or at a price divided between different parts of the property.
- 12 If the deposit actually paid on exchange of contracts shall be less than 10% of the sale price then notwithstanding payment of that lesser amount the sum of 10% of the sale price shall at all times remain due to the Seller and in the event of the Seller being entitled to forfeit and retain any deposit the balance shall be immediately payable by the Buyer to the Seller, and Standard Condition 6.8.3 shall be varied accordingly.

### MATTERS AFFECTING THE PROPERTY

- 13 In Standard Condition 3.1.2 the following clauses shall be added:
  - (g) all rights of way and water rights of common and other rights easements quasi-easements liabilities and public rights without any obligation on the Seller to define the same.

- (h) all matters revealed or which would have been revealed by searches and enquiries which the Buyer made or which a prudent Buyer would make.
  - (i) any matters or interests not overreached by a sale by a mortgagee
  - (j) all unregistered interests which override registered dispositions set out in Schedule 3 to the Land Registration Act 2002 and any overriding interests as defined in section 70(1) of the Land Registration Act 1925 which retain their overriding status in respect of registered dispositions under Schedule 12 to the Land Registration Act 2002 and all matters which either are revealed or would be reasonably expected to be revealed by inspection and by the searches and enquiries usually made by a Buyer.
- 14 The property is sold subject to:
- (a) all local land charges and matters capable of registration as such whether registered or not;
  - (b) all (if any) notices, requirements, orders, directions, restrictions, proposals, demands, conditions, agreements and requests made by or with any local or other competent authority or statutory undertakers without any obligation on the Seller to deduce the same which affect or relate to the property whether arising before or after the date hereof and all the financial and other restrictions for any sums for which demands are received either on or after the completion date whether or not they relate to a period prior to the completion date;
  - (c) all actual or proposed orders, directions, notices, charges, restrictions, conditions and agreements and other matters arising under the Public Health Acts or Town and Country Planning Acts or any other statutory regulations or orders;
  - (d) All easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement.
- 15 The Seller does not give any confirmation that a breach of restrictive covenant has not occurred. The Buyer shall raise no requisition or objection in relation to the same.
- 16 If the property is subject to a flying freehold the Buyer shall not raise any enquiry or requisition in respect thereof. Any indemnity policy shall be obtained by and at the cost of the Buyer.
- 17 Where the property is situated in a conservation area or an area that may have potential chancel repair liability the Buyer shall not raise any requisitions regarding the same and shall purchase with full knowledge of the same. Any indemnity policy required by the Buyer shall be obtained by and at the cost of the Buyer.
- 18 In the event that the property falls within an area subject to radon gas the Buyer is deemed to purchase with full knowledge. The Buyer shall raise no objections or requisitions in this regard. Any indemnity policy required by the Buyer must be obtained by and at the cost of the Buyer.
- 19 In the event that there is a public sewer running within the boundary of the property the Buyer is deemed to purchase with full knowledge thereof. The Buyer shall raise no requisitions or objections in this regard. Any indemnity policy required by the Buyer shall be obtained by and at the cost of the Buyer.
- 20 Where the property is sold subject to and with the benefit of alterations to the layout of the property the Buyer acknowledges that the requisite consents may not have been obtained and shall not delay or fail to complete by virtue of this fact. Any indemnity policy required by the Buyer shall be obtained by and at the cost of the Buyer.

- 21 The Seller will not provide any building warranties, planning/building regulations, documents or section 106 agreements which may be referred to in the Buyer's searches and the Buyer shall be deemed to purchase with full knowledge of any outstanding planning conditions or notices and shall raise no objection or requisition in respect thereof. Any indemnity policy shall be obtained by and at the cost of the Buyer.
- 22 The Buyer will be deemed to have established and to have satisfied himself in all respects as to the past and present permitted use of the property and each and every part thereof and all other relevant information on planning and related matters and shall be deemed to purchase with full knowledge thereof and shall raise no objection or requisition with regard thereto. Any indemnity policy shall be obtained by and at the cost of the Buyer.
- 23 If the Seller is unable to supply the original of any document referred to in the Register of Title or to which the sale is subject, or any documents issued by the NHBC, or other building warranties or guarantees the Buyer shall be satisfied with such copies thereof as the Seller is able to supply and the Seller believes to be correct and the Buyer shall assume that the originals are properly executed and where applicable shall accept the copies as conclusive evidence of the originals and the Buyer shall not raise any objection or requisition in respect thereof.
- 24 The Seller will not agree to any application for retrospective consent being made in respect of any lack of planning permission/building regulations any indemnity policy required by the Buyer in this regard should be obtained at the Buyer's expense. The Buyer agrees that it will not make any approach to any relevant authority or make any application to any relevant authority for any retrospective consent without the prior consent of the Seller.

#### **DISCLAIMER**

- 25 The Buyer admits that:
- 25.1 He has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the property as it stands.
- 25.2 He enters into this Agreement solely as a result of his own inspection and on the basis of the terms of this Agreement. The Buyer is not relying on and shall have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently), conduct or silence of the Sellers or the Seller's employees, advisers, valuers, agents, partners or representatives relating to any matter other than as expressly set out in this Agreement or in any written replies which the Seller's conveyancer has given to any written enquiries raised by the Buyer's conveyancer before the date of this Agreement.
- 25.3 All representations, warranties and conditions expressed or implied statutory or otherwise in respect of the property or any of the rights, title or interests sold or to be procured to be sold are expressly excluded (including, without limitation, all warranties and conditions as to title, quiet possession and description). The Buyer agrees that the terms and conditions of this Agreement, and the exclusions which it contains, are fair and reasonable in the context of a sale by a mortgagee.
- 25.4 He has agreed to purchase the property on the basis that the Seller and Buyer believe that all the exclusions and limitations set out in this Agreement would be recognised as being fully effective by the courts;
- 25.5 that the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the property and the title to the property; and
- 25.6 He is not:

- (a) a Director
- (b) a staff member
- (c) a Partner or the Principal

Of any Company in the Seller, the agents selling the Property or the Seller's Solicitors nor related (either by blood or by marriage) to any such persons.

- 26 This Agreement contains the entire agreement between the parties.
- 27 Any covenants as to title which may be implied by the Law of Property Act (Miscellaneous Provisions) Act 1994 are excluded.
- 28 For the purpose of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters recorded in registers open to public inspection are to be considered within the actual knowledge of the Buyer.
- 29 Proof of title having been supplied to the Buyer prior to the date hereof the Buyer shall be deemed to purchase with full knowledge thereof and subject to and with the benefit of (as appropriate) such of the entries on the Register of Title or any rights easements, exceptions, reservations, agreements, declarations, covenants, conditions and matters contained mentioned or referred to in the documents of title as affect the property save for any matters which are overreached on a sale by mortgagee and shall not raise any requisitions thereon or objections thereto and Standard Condition 4 shall be varied accordingly.
- 30 The Seller shall not be required to define or deduce title to the means of access to the property. No requisitions or objections shall be made in this regard. Any indemnity policy required by the Buyer shall be obtained by and at the cost of the Buyer.
- 31 The cost of obtaining consent to comply with any restriction contained within the Proprietorship Register of title shall be borne by the Buyer. This obligation shall not extend to any Seller's costs.
- 32 If any document or plan referred to in the Register of Title is missing or is not fully legible or where a plan is not correctly coloured the Buyer shall raise no requisitions or objections with regard to the same.
- 33 No rentcharge receipts or information will be supplied on or before completion. The Buyer will not raise any objection thereto or requisition in respect thereof and shall not require further provisions to be made with regard thereto. The Buyer will assume responsibility for any rentcharge liability as at the date hereof in respect of any rentcharge payments due in respect of the property including for the avoidance of doubt those which arose prior to the date of completion.

## **TRANSFER**

- 34 The Transfer shall be in the form submitted by the Seller's conveyancer and the Seller shall provide an executed transfer within fifteen working days after completion. The Buyer shall pay to the Seller's conveyancer an engrossment fee of £75.00 plus VAT and such payment shall be made by CHAPS telegraphic transfer together with the completion monies to the Seller's conveyancer.

## **ACCESS**

- 35 It is hereby agreed and declared that the Buyer will allow the Seller access to the property for a period of 24 months after completion for the purpose of carrying out a Valuation Report(s) or for any purpose ancillary thereto, in connection with any pending legal proceedings, on giving prior written notice.

## **RISK, INSURANCE AND OCCUPATION PENDING COMPLETION**

- 36 Standard conditions 5.1.1 to 5.1.5 (inclusive) are excluded from this Agreement.
- 37 The risk in the Property shall pass to the Buyer from the date hereof and the Seller shall not be responsible to the Buyer for any damage theft or any other matter or loss to the Property which may affect its value or saleability and the Buyer shall not be entitled to rescind this Agreement as a result of any such matter or loss.
- 38 The Buyer will effect insurance cover against all risks usually covered by a comprehensive insurance policy from the date of this Agreement and will not refuse to complete notwithstanding that the property has been damaged or destroyed between exchange and completion.

## **COMPLETION**

- 39 The property is sold with vacant possession on completion provided that the obligation of the Seller to give vacant possession is by the Seller alone and it shall not be obliged to give vacant possession of the property or any part thereof which is in the occupation or possession of any person other than the Seller or to give possession free from any encumbrances, rights of occupation, estate or interest of any such person and vacant possession shall be deemed to be given notwithstanding that the Property or part thereof may be occupied by a person or persons who the Seller has instructed to vacate the property and who have not complied with instructions.
- 40 Completion of sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct.
- 41 The Buyer's Solicitors shall be responsible for ensuring and obtaining confirmation that the monies due on completion are received by the Seller's Solicitors by the time for completion. It shall not be the responsibility of the Seller's Solicitors to notify the Buyer's Solicitors that the monies due have not been received by the time for completion.
- 42 Standard condition 6.7 shall not apply. The balance of completion monies (subject to any necessary apportionments which are to be made with effect from the completion date) will be payable on the completion date direct to the bank account of the Seller's conveyancer by way of CHAPS telegraphic transfer only (from an account held in the name of the Buyer's conveyancer at the clearing bank). Completion shall be deemed to take place when the said account has been credited for the purpose of Special Condition 6.1.2.
- 43 Standard condition 6.8.2 is expressly excluded. The parties are to complete the Agreement within five working days of giving notice to complete excluding the day on which notice is given (under standard condition 6.8.1). For this purpose, time is of the essence of the Agreement.
- 44 The Buyer shall not be entitled to delay completion on the grounds that the Seller's solicitors do not hold in their possession a Transfer executed by the Sellers in escrow pending completion.
- 45 The completion date is the date specified in this Agreement or earlier by arrangement between the parties. Completion shall take place at or before 1:00pm and if completion shall take place after that time completion shall be deemed to have taken place on the next working day. Completion shall not be deemed to have taken place until the funds are received by the Seller's conveyancers' bank. Standard Condition 6.1.2 is varied and standard condition 6.1.3 shall not apply accordingly.

- 46 In the event that due to the Buyer's failure to complete upon the completion date the Seller's conveyancer serves a notice to complete under Standard Condition 6.8.1 the Buyer shall pay on completion in addition to the balance of the purchase monies and any other sums due to the Seller together with interest thereon the sum of £150.00 plus VAT, towards the Seller's legal costs of and incidental to the preparation and service of this said notice and recalculation of the amount payable on completion.

## **REMEDIES**

- 47 In Standard Condition 7.1.1 the words "or in negotiations leading to it" shall be deleted and substituted with the words "or in written replies given to pre-Contract enquiries by the Seller's conveyancer".

## **LEASEHOLD PROPERTY**

- 48 The Buyer shall not be entitled to require the Seller to provide evidence of payment of ground rent and service charges on completion.
- 49 If the Property is subject to the payment of rent, service charge, insurance premium or any other sums properly payable by the Seller whether under the lease of the Property ("the Lease") or howsoever arising the Seller shall be responsible for any such sums which relate to a period prior to the Completion Date provided that demands for such sums are received by the Seller prior to the Completion Date but it is hereby agreed that the Seller shall not be responsible for any sums for which demands are received after the Completion Date whether or not they relate to a period prior to the Completion Date and Standard Condition 6.3.5 shall not apply.
- 50 Where interim service charge payments are paid on account under the Lease and final accounts are made up after the end of an accounting period and it is anticipated that there will be deficit or a surplus in the account giving rise to a liability for excess service charge or an entitlement to a credit on the account (as the case may be) then an apportionment shall be made by or on behalf of the Seller.
- 51 Any apportionments made under these special conditions shall be final and binding upon the parties. If no apportionments is made it shall be deemed to be apportioned for the purposes of this condition. All apportionment are to be made with effect from the completion date.
- 52 Any covenants as to title which may be implied by section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 in relation to the physical state of the property shall not apply. This clause shall not merge on completion.
- 53 Any apportionment made under any of these special conditions shall be final and binding upon the parties (and if no apportionment is made it shall be deemed to be an apportionment for the purposes of this condition); and the Buyer shall indemnify the Seller in respect of all proceedings actions claims demands and other liability (whether arising before or after completion) for the sums referred to in this condition and all other obligations howsoever arising in respect of or in connection with the property and whether arising under the lease or otherwise.
- 54 The Seller shall not be required to provide the Buyer with receipts in respect of rent, chief rent, ground rent, service charge, insurance premium or any other sums payable under the lease or otherwise.
- 55 If there are any apportionments they are to be made with effect from the completion date provided that if actual completion does not take place on the completion date then any apportionment shall be made from the date of actual completion.



- 56 In the event that the Seller is unable to trace the whereabouts of the Landlord/proprietor of any rentcharge and is unable to produce details of/or receipts for service charge(s) or other sums payable under the lease or other such document the Seller shall not be required to apportion the same upon completion. If the Landlord/proprietor of any rentcharge is subsequently traced on or after the completion date any outstanding liability for rent, service charge and other financial sums shall be the responsibility of the Buyer and the completion statement shall be final and binding upon the parties. If the Seller receives authentic up-to-date information from the landlord, management company or managing agents before the completion date then the Seller will apportion the same and the completion statement shall be final and binding upon the parties. The decision as to whether the information is authentic shall remain with the Seller.
- 57 The Buyer will obtain and enter into any deed of covenant, licence to assign or similar instrument required by any terms of the registers of title or any other document referred to in the registers of title, all costs (excluding the costs of the Seller) of whatsoever nature in complying with such requirements shall be the responsibility of the Buyer.
- 58 The Buyer's failure to execute any deed of covenant or other document shall not exclude the Buyer from liability to pay any rent, chief rent, ground rent, service charge, balancing charge insurance premium or any other charges that may become payable in accordance with any terms after completion.
- 59 Should the property be registered with good leasehold title and the Buyer requires an indemnity policy in this regard any such policy must be obtained by and at the cost of the Buyer.
- 60 If the property is leasehold and there are management obligations on the part of the landlord contained in the lease not having been performed the Seller shall not be required to apportion the service or maintenance charge on completion of the sale save that the Seller shall be entitled to apportion the insurance premium in respect of the property paid under informal insurance arrangements presently operating without any liability upon the Seller to define such arrangements or answer requisitions relating thereto (other than to provide evidence of any such cover and payment of the premium which the Seller shall seek to apportion) and any apportionment made on completion shall be final and binding upon the parties.
- 61 The Buyer shall not be entitled to refuse to complete by virtue of any management company, landlord or superior landlord being in liquidation, administration or receivership or having been struck off the register of companies at Companies House and the Seller shall not be required to comply with any requirement regarding a deed of covenant/licence to assign in such case.
- 62 The Seller has no obligation to produce a share certificate in any management company or to transfer any share therein or in the capital thereof. The Buyer hereby acknowledges that the Seller does not hold a share certificate in respect of any share in any management company. The Buyer further acknowledges that the Seller has no power to sign a stock transfer form in respect of any share in any management company.
- 63 The Buyer hereby acknowledges that the Seller may not hold communal door keys to the property and the Buyer accepts without objection or requisition that the Seller will validly pass possession of the property on completion without the Seller providing the Buyer with communal door keys to the property.

## **CHATTELS**

- 64 The Seller does not warrant that it has any title to any items or chattels remaining at the Property at the date of completion nor does the Seller warrant or agree that any such items or chattels or fixtures and fittings are unencumbered and the Buyer takes the same subject to any existing rights or encumbrances or any other liabilities or burdens relating thereto and agrees that the Buyer shall have no claim against the Seller whatsoever in relation thereto.

- 65 All contents and any fixtures and fittings subject to any lien or hire purchase loan or credit agreement are expressly excluded from the sale.
- 66 Any contents, goods or other materials that may be at the property may be removed before completion but not by the Buyer. If there are any such contents in the property at completion the Seller does not purport to sell them and does not give any title guarantee in respect of them. The Seller, however, shall not be liable to remove them and vacant possession shall be deemed to be given notwithstanding the presence of such items.

#### **MISCELLANEOUS**

- 67 Any security shuttering fixed to the interior or exterior of the property is not the property of the Seller and is not included in the sale. The Seller shall arrange for the removal of any security shuttering on or prior to the day of completion. Where the removal of the security shuttering is not practicable on or prior to the day of completion the Seller shall arrange for its removal as soon as possible after the date of completion and the Buyer shall allow access to the property for the same. The Buyer shall not refuse to complete in the event that the shuttering has not been removed at completion.

#### **Seller's Solicitors**

Ascent Legal  
One St Peter's Square  
Manchester  
M2 3AF

#### **Buyer's Solicitors**