

DATED

2017

(1) THE LETTINGS ROOM LIMITED

and

(2)

PLOT SALE AGREEMENT

relating to Flat []. Castleview House, East Lane, Runcorn, WA7 2DN

Sutherland & Co Law Limited
Solicitors
Richmond House, White Rose Way,
Doncaster, DN4 5JH
Ref: CS/LET/000440

DATE

2017

BETWEEN:

- (1) **THE LETTINGS ROOM LIMITED** (company registration number 06802259) whose registered office is at The Hart Shaw Building, Europa Link, Sheffield Business Park, Sheffield, S9 1XU (the '**Seller**')
(2) [] of [] (the '**Buyer**')

1. DEFINITIONS

Buyer's Solicitors: [] (reference [])

Completion: the date of the Lease of the Property and references in the Standard Conditions to 'actual completion' are to be read accordingly

Completion Date: the date calculated in accordance with clause 12.1 of this agreement

Completion Monies: the Price less the Deposit

Completion Notice: the cover note issued by the New Home Warranty Provider confirming that the Property is ready for occupation

Deposit: 10% of the Price (being the sum of £[] ([] thousand pounds))

Estate: the development known as Castlevue House, East Lane, Runcorn, WA7 2DN registered at Land Registry under title number CH 360566 shown edged blue on Plan 2 annexed to this Agreement.

Building: the building known as Castlevue House, East Lane, Runcorn, WA7 2DN shown edged yellow on Plan 2 annexed to this Agreement

Lease: the lease of the Property from the Seller to the Buyer in the form annexed to this agreement (and **Lease** shall be interpreted accordingly)

New Home Warranty Provider: AEDIS (or such similar or equivalent provider)

Plan 1: the plan 1 annexed to this agreement

Plan 2: the Plan2 annexed to this agreement

Price: £[55,000/65,000/80,000] (Fifty Five/Sixty Five/Eighty thousand pounds)

Property: Flat number [] on the [] floor of the Building (and the **Property** shall be interpreted accordingly)

Seller's Solicitors: Sutherland & Co Law Limited Solicitors, Richmond House, White Rose Way, Doncaster, DN4 5JH (reference CS/LET/000440)

Standard Conditions: the Standard Conditions of Sale (Fifth Edition) and reference to 'Standard Condition' is to any one of them

2. INTERPRETATION

- 2.1 Words and phrases defined in the Standard Conditions have the same meaning in this agreement, unless they have been defined in clause 1
- 2.2 Clause headings are for reference only and do not affect the construction of this agreement

3. STANDARD CONDITIONS

- 3.1 This agreement incorporates the Standard Conditions in so far as they are not varied by or inconsistent with the provisions of this agreement and terms used or defined in this agreement have the same meaning when used in the Conditions. If the Buyer does not have a solicitor, references in this agreement to 'Buyer's Solicitor' shall mean the Buyer
- 3.2 Standard Conditions 3.3, 4.2, 4.3 and 4.6.5 do not apply to this agreement and Standard Condition 4.1.2 will be satisfied on production of copies of such documents
- 3.3 If the Deposit is held as agents under clause 5, Standard Conditions 2.2.5 and 2.2.6 do not have effect
- 3.4 The Property is at the Seller's risk until Completion and Standard Condition 5.1.1 does not have effect
- 3.5 Standard Condition 6.8.1 is varied by the addition of the following at the end: 'under this condition but not otherwise'

4. AGREEMENT TO SELL

The Seller will grant and the Buyer will accept the lease of the Property with full vacant possession for the Price in accordance with this agreement

5. DEPOSIT

Payment of the Deposit is to be made either by electronic means or, if the Seller's Solicitors agree (and the Seller gives the Seller's Solicitors authority so to agree), by a cheque drawn on a solicitor's client account held at a clearing bank. The Deposit will be released by the Seller's Solicitors as agents for the Seller

6. TITLE

The Seller is registered at the Land Registry as proprietor with title absolute and the Buyer, having received from the Seller before the date of this agreement an official copy of entries subsisting on the register of the Property and of any title plans and copies or abstracts of any documents noted on that title, must accept the Seller's title without further enquiry or requisition

7. BOUNDARY VARIATION

The Plans are for identification purposes only and are subject to boundary adjustments at the discretion of the Seller which do not reduce the value of the Property or substantially affect the use and enjoyment of the Property. If it is necessary to substitute a revised plan in a Lease, the Buyer shall consent to such substitution and shall if

required execute any necessary deed of variation. This clause will not merge on Completion

8. SNAGGING

In the event that there are any works required to remedy defects in the Property following Completion the Buyer will co-operate with the Seller to allow access to the Property and the Seller will carry out the works within a reasonable period of time and to the reasonable satisfaction of the Buyer. This clause will not merge on Completion

9. TITLE GUARANTEE

The Seller will lease the Property with full title guarantee but the operation of Law of Property (Miscellaneous Provisions) Act 1994, s 3(1) is limited by the deletion of the words 'and could not reasonably be expected to' in that subsection and will not extend as mentioned in s 3(2)

10. MATTERS AFFECTING THE PROPERTY

10.1 The Property is sold subject to and where applicable with the benefit of:

10.1.1 the matters contained or referred to in the registers maintained by Land Registry or its Land Charges Department

10.1.2 the Lease

10.1.3 the two Electricity Sub-Station Leases dated the 18th May 1977

10.1.4 the Lease dated the 1st December 2016 for the Nursery, East Lane, Runcorn, WA7 2DN

10.1.5 all matters discoverable by inspection of the Property before today

10.1.6 all matters relating to the Property which the Seller does not know about

10.1.7 entries in any public register (whether made before or after today)

10.1.8 public requirements and any matters arising by virtue of any legislation

10.1.9 any unregistered interests which fall within any of the paragraphs of Land Registration Act 2002, Sch 3; and any unregistered interests that affect the Property to the extent and for so long as they are preserved by the transitional provisions of Land Registration Act 2002, Sch 12

10.1.10 all matters disclosed or which would be disclosed by searches or as a result of enquiries (formal or informal, and whether made in person, in writing or orally) made by or for the Buyer or which a prudent buyer ought to make

10.2 The Buyer will be deemed to take the Property with full knowledge of the matters subject to which it is sold, and may not make any requisition or claim in respect of any of them

11. THE LEASE

- 11.1 The Seller will not be required to lease the Property otherwise than to the Buyer at the Price
- 11.2 The Lease will be engrossed by the Seller's Solicitor at the Buyer's expense. The engrossment fee per Apartment will be £100.00 plus VAT and the Buyer will pay this to the Seller with the purchase monies
- 11.3 The Buyer must apply to Land Registry as soon as reasonably practicable following Completion for registration of the Lease and will pursue its application expeditiously and will within five working days after completion of that registration produce to the Seller's Solicitors official copies of the entries and title plan at Land Registry showing the Buyer as the registered proprietor of the Property

12. COMPLETION

- 12.1 The Seller will serve the Completion Notice on the Buyer, a copy of which will be supplied to the Buyer's Solicitor by the Seller's Solicitor, and following this Completion will then take place 5 (five) working days after the date of the Completion Notice;
- 12.2 The Completion Monies must be paid either by direct credit of cleared funds or by an unconditional release of the Deposit and interest held by a stakeholder to the Seller
- 12.3 Completion will not take place until all money due under this agreement together with any unpaid extras are paid. Interest will be charged at the contract rate on outstanding money
- 12.4 The Seller and the Seller's Solicitors are not obliged to accept any payment under this agreement unless it is remitted by or drawn on a financial institution falling within Money Laundering Regulations 2007, SI 2007/2157, reg 3(3)(a) and which is covered by Money Laundering Directive (Directive 2005/60/EC) on prevention of the use of the financial system for the purposes of money laundering
- 12.5 The Buyer is not entitled to delay Completion on account of minor defects or outstanding works which can reasonably and properly be dealt with after Completion by the Seller

13. STATE AND CONDITION OF THE PROPERTY

- 13.1 The Seller will construct and complete the Property in a proper neat and workmanlike manner in accordance with
 - 13.1.1 any current planning permission and building regulations approval granted in respect of the Property
 - 13.1.2 the requirements of the New Home Warranty Provider
 - 13.1.3 with due diligence and in a good and workmanlike manner
 - 13.1.4 using only good quality materials and well-maintained plant and equipment;

- 13.1.5 in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings
- 13.1.6 in compliance with all relevant British Standards, codes of practices and good building practice and
- 13.1.7 by selecting and using materials so as to avoid known hazards to the health and safety of any person

14. COSTS

The Buyer must reimburse the Seller for any costs (including legal costs on an indemnity basis) which the Seller incurs after the date of the Completion Notice in respect of any steps taken to enforce or complete this agreement, including the preparation and service of a notice to complete, such service of notice to complete being in the sum of £100.00 plus VAT.

15. ENTIRE CONTRACT

- 15.1 The parties acknowledge that this agreement and any document annexed to or incorporated into it contains all the express terms of the contract between them for the sale and purchase of the Property
- 15.2 The Buyer acknowledges that, except for written replies given by the Seller's Solicitors to the formal pre-contract enquiries raised by the Buyer's Solicitors, it has not relied upon or taken into account any statement or representation made by or on behalf of the Seller (whether written or oral) in deciding to enter into this agreement

16. THIRD PARTIES

Unless expressly stated nothing in this agreement will create any rights in favour of any person under Contracts (Rights of Third Parties) Act 1999

Signed by **THE LETTINGS ROOM LIMITED**)
 for and on behalf of the Seller)

Signed by)
 for and on behalf of the Buyer)