

Dated

2017

MANDALE APARTMENTS 3 LIMITED

and

[]

AGREEMENT

Plot [], Waterloo House, Thornaby Place, Stockton on Tees, TS17 6SA



Riverside West
Whitehall Road
Leeds
LS1 4AW
Ref: CMF/MAN702/[]

Dated

2017

Parties

- (1) The Seller whose name and address is set out in the First Schedule (**Seller**) and
- (2) The person or persons whose name or names and address or addresses are set out in the First Schedule hereto (**Buyer**)

It is agreed

Definitions and Interpretation

In this Agreement the following words expressions and descriptions shall have the meanings hereby assigned to them unless the context otherwise requires:

1994 Act means the Law of Property (Miscellaneous Provisions) Act 1994

Buyer's Conveyancers means the firm of conveyancers acting for the Buyer specified in the First Schedule or such other firm of conveyancers as shall from time to time be acting for the Buyer as shall be notified by the Buyer to the Seller

Code means the Consumer Code for Home Builders (www.consumercodeforhomebuilders.com) and as provided to the Buyer when the Property was reserved

Completion Date means 10 working days after the Seller's Conveyancers shall have served notice upon the Buyer's Solicitors and delivered to the Buyer's Conveyancers a copy of the New Home Warranty and the Building Control Completion Certificate (or earlier by agreement) for the Property

Document Fee means the sum specified in the First Schedule for the supply to the Buyer of the engrossment and draft copies of the Lease

Deposit means the amount of [20% of Purchase Price]

Estate	means the estate mentioned in the First Schedule
General Conditions	means the Standard Conditions of Sale (Fourth Edition)
Lease	means the form of specimen Lease of the Property supplied by the Seller Conveyancers to the Buyer's Conveyancers and already approved by the Buyer (a copy of which is attached hereto)
Long Stop Date	31 March 2018
New Home Warranty	means a 'New Home Warranty' (or similar) issued by CRL Management Limited (t/a CRL) (or an equivalent/similar provider)
Parties	means the Seller and the Buyer and "a Party" shall be construed accordingly
Plans and Specification	means the plans approved by the local planning authority and the relevant competent authority for the purposes of the Building Regulations as may from time to time be varied as provided in this Agreement
Property	means the leasehold property shown edged red on the Seller's Lease plan and known as Plot Number [] at the Estate
Purchase Price	means the price specified in the First Schedule
Seller's Conveyancers	means the firm of conveyancers acting for the Seller specified in the First Schedule or such other firm of conveyancers as shall from time to time be acting for the Seller as shall be notified by the Seller to the Buyer

1. Sale and purchase of the property

The Seller will sell and the Buyer will purchase the Property at the Purchase Price in accordance with the terms and conditions contained in this Agreement.

2. Payment of purchase price and taxes

- 2.1 The Buyer shall pay the Deposit to the Seller's Conveyancers as agent for the Seller on or before the date of this Agreement.
- 2.2 The balance of the Purchase Price and any extras including the Document Fee shall be paid by the Buyer to the Seller's Solicitors upon the Completion Date.

3. Completion of the sale and purchase of the property

- 3.1 The sale and purchase of the Property and the Lease shall be completed on the Completion Date.
- 3.2 The Seller shall be deemed to have completed the Property notwithstanding the non-completion of items of a minor nature not being such as would reasonably inconvenience the Buyer in the use and occupation of the Property which items the Seller will use its reasonable endeavours to complete with reasonable despatch and the Buyer shall not be entitled to delay completion by reason of such items.
- 3.3 Vacant possession of the Property shall be given by the Seller to the Buyer upon completion of the sale and purchase of the Property.
- 3.4 In the event that the Buyer does not complete the sale and purchase of the Property on the Completion Date and the Seller is required to serve a notice to complete pursuant to General Condition 6.8 then the Buyer shall upon completion of the sale and purchase of the Property pay the sum of two hundred and fifty pounds (£250) plus Value Added Tax towards the additional costs of the Seller's Conveyancers in connection with the service of such notice.
- 3.5 If the Completion Date Notice has not been served by the Seller's Conveyancers by the Long Stop Date, then the Buyer may at any time after the Long Stop Date (but before the Completion Date Notice is served), give notice to the Seller that unless the Completion Date Notice is served within 10 working days of receipt of that notice (time being of the essence), it may terminate this Agreement. If the Completion Date Notice has not then been served within 10 working days of receipt of such notice, the Buyer may by further notice terminate this Agreement with immediate effect.
- 3.6 If the Buyer validly terminates this Agreement under clause 3.5 or 6.2, then the Seller will refund to the Buyer the reservation fee and deposit paid by the Buyer within 28 days.

4. Title

- 4.1 The Seller will supply to the Buyer official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003 so far as they are not to be discharged or overridden at or before completion.
- 4.2 The Seller will transfer the Property with full title guarantee.

- 4.3 The Seller will procure that the Property shall be released from any mortgage or charge created by the Seller that affects the Property.
- 4.4 The covenant implied by Section 2(1)(b) of the 1994 Act shall be amended by substituting the words "at the disponent's cost" for the words "at his own cost".
- 4.5 The covenant implied by Section 3(1) of the 1994 Act shall not apply to rights granted by the Seller to other purchasers on the Estate which affect the Property and in similar form to those set out in the Lease and shall apply only to charges encumbrances or other rights exercisable by third parties created by or in the actual knowledge of the Seller.
- 4.6 For the purposes of Section 6(2)(a) of the 1994 Act all matters now recorded in Registers open to public inspection (including the Registers at the Land Registry) and all information ascertainable from the documents provided to the Buyer's Conveyancers are deemed to be within the actual knowledge of the Buyer notwithstanding the provisions of Section 6(3) of the 1994 Act.

5. Matters subject to which the property is sold

The Property is sold subject to:

- 5.1 the exceptions reservations agreements declarations rights covenants and other matters (other than charges to secure money) referred to in the Property and Charges Registers of the title(s) under which the Property is registered and (where relevant) the assurance of the Estate to the Seller or (if unregistered) as disclosed in the abstract of title supplied to the Buyer (other than financial charges).
- 5.2 all rights of light air drainage way water and other like easements privileges liberties and quasi-easements exercisable over or in respect of the Property;
- 5.3 all matters disclosed in the replies by the Seller's Conveyancers to preliminary enquiries raised by the Buyer's Conveyancers or in any general information sheet furnished by the Seller's Conveyancers to the Buyer's Conveyancers;
- 5.4 all matters which would be revealed in replies to the usual enquiries of a Local Authority and all the matters referred to in this sub-clause shall be deemed to be within the actual knowledge of the Buyer and any overriding interests affecting the Property.

6. Plans

- 6.1 The layout plan of the Estate current at the date hereof has been available for inspection by the Buyer and he shall be deemed to purchase with full knowledge thereof **provided that** the Seller shall:
 - 6.1.1 be entitled to modify or vary such layout plan at any time; and
 - 6.1.2 not be bound by any plotting or general scheme of development as may from time to time be shown on any plans seen by the Buyer prior to the date hereof.

- 6.1.3 build the Property in accordance with the planning permission and building regulation approval.
- 6.2 The Seller's believe that the description of the Property on the plan annexed to the Lease is correct. The Seller's reserves the right prior to completion of the Property to vary the boundaries of the Property but so that the area and/or use and enjoyment of the Property is not significantly diminished. If the Seller proposes a significant and substantial change to the Property (which could mean a change to the design, construction or materials to be used which would substantially alter its size, appearance or value) then the Seller will formally consult the Buyer to obtain the Buyer's agreement to these changes. If the Buyer finds these changes unacceptable then the Buyer may bring this Agreement to an end by notifying the Seller in writing within 5 working days of the consultation.
- 6.3 In the event of any variation to the plan annexed to the Lease being required after the completion of the sale and purchase of the Property arising out of any requisition raised by the Land Registry then the parties hereto will agree to a revised plan being annexed to the Lease and execute the same but so that the area and/or use and enjoyment of the Property is not substantially diminished.
- 6.4 In the event of any variation to the plan annexed to the Lease being required as aforesaid then the Buyer hereby grants to the Seller the right to enter upon the Property for the purpose of re-erecting the boundary fences on the revised boundary line **provided that** the Seller shall:
- 6.4.1 give reasonable prior notice to the Buyer to enter upon the Property;
- 6.4.2 only enter upon such part of the Property as is necessary;
- 6.4.3 cause as little inconvenience to the Buyer and as little damage as possible to the Property; and
- 6.4.4 as soon as reasonably practicable at its own expense make good any damage so caused to the Property to the reasonable satisfaction of the Buyer.

7. Extras

If the Buyer shall require any additions or variations to be made to the Property or shall require extra or better quality fixtures or fittings or other items to those provided for in the Plans and Specification and the Seller agrees to carry out the same then the Buyer will on demand pay to the Seller such additional amount as may be occasioned by any such additions or variations extra or better quality fixtures or fittings or other items as aforesaid.

8. Insurance

The Seller shall keep the Property insured to the full value thereof against loss or damage by all normally insurable risks under a standard All Risks Construction Policy during the progress of construction until possession is afforded to the Buyer and in the event of the Property being damaged by any risk against which it shall have been insured the Seller shall reinstate and rebuild the Property subject to obtaining all necessary consents in respect thereof.

9. Management Company

- 9.1 If the Seller requires a management company to be incorporated to take over responsibilities as provided for in the Lease then the Buyer will become a member of the management company and will complete Form AP01 if requested by the Seller.
- 9.2 The directors and company secretary of the management company will be nominees of the Seller until a convenient period after the completion of the sale of the last plot on the Estate when the directors and company secretary shall resign and the Buyer and successors in title shall work with the Seller to replace the nominees and until that time the Buyer shall not take any steps to effect the appointment of any other persons as officers of the management company.

10. General Clauses

- 10.1 All the terms of the agreement between the parties (other than in respect of any extras ordered by the Buyer and agreed to be carried out by the Seller) are fully set out in this Agreement and may only be varied in writing by the parties or their Conveyancers.
- 10.2 The Buyer acknowledges that he has entered into this Agreement as a result of searches enquiries and inspections made by him or on his behalf and that with the exception of:
- 10.2.1 the replies by the Seller's Conveyancers to preliminary enquiries raised by the Buyer's Conveyancers or in any general information sheet furnished by the Seller's Conveyancers to the Buyer's Conveyancers to the extent that they are not capable of independent verification from any competent authority or statutory body;
- 10.2.2 a statement or representation (if any) made to the Buyer in respect of which the Buyer's Conveyancers have notified the Seller's Conveyancers in writing that the Buyer is relying upon the same and which statement or representation has not been rejected by the Seller and is attached to this Agreement he has placed no reliance on any statement or representation whether made orally or

contained in any advertisement or other matter issued by the Seller or on its behalf.

- 10.3 In the event that there are any works required to remedy defects in the Property following completion of the sale and purchase of the Property the Buyer will co-operate with the Seller as the Seller shall reasonably require to allow access to the Property during normal working hours and the Seller will carry out the works and make good any damage caused by the carrying out of such works using reasonable skill and care within a reasonable period of time and the Buyer shall not be entitled to any compensation resulting from the carrying out of such works.
- 10.4 The Seller will comply with the Code where references made in it to the Home shall in general be construed as if referring to the Property in this Agreement.
- 10.5 The Seller shall be entitled from time to time prior to the date of actual completion to deal with the Estate without the consent of the Buyer (which shall include, but is not limited to, disposals of part and/or the granting of any easements to a competent authority).

11. General Conditions

- 11.1 The Property is sold subject to the General Conditions so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the conditions herein contained except that:
- 11.1.1 in condition 1.1.1(e) the contract rate shall be 4 per cent over the base rate (or its successor) of Barclays Bank PLC from time to time in force;
- 11.1.2 in condition 1.1.1(m) working days shall not include such days of which written notice has been given by the Seller's Conveyancers to the Buyer's Conveyancers that the Seller's Conveyancers office shall be closed on such days;
- 11.1.3 in condition 1.1.1(l) there shall be added the words "and lease";
- 11.1.4 conditions 2.2.1, 2.2.3, 2.2.5 and 2.2.6 shall not apply;
- 11.1.5 conditions 3.4 shall not apply;
- 11.1.6 conditions 4.1, 4.2, 4.3 and 4.4.2 shall not apply;
- 11.1.7 condition 5.1 shall not apply;
- 11.1.8 in condition 5.2.2 there shall be added the following sub-clause
"(i) accepts the risk of the Property until completion";
- 11.1.9 in condition 6.1.1 the words "Completion date is twenty working days after the date of the contract but" shall be deleted;
- 11.1.10 conditions 6.2, 6.3 and 6.7 shall not apply;

11.1.11 in condition 7.2 and 7.6.2 the word "without" shall be substituted for the word "with"; and

11.1.12 conditions 8.1.3 and 8.3 shall not apply.

12. Assignment

The Buyer may not assign or part with its interest under this Agreement.

13. Non-Merger

Notwithstanding the completion of the Lease this Agreement will remain in full force and effect with regard to anything remaining to be done performed or observed hereunder and not provided for in the Lease.

AS WITNESS the hand of a duly authorised representative on behalf of the Seller and the hand of the Buyer the day and year first before written

The First Schedule

Seller	Mandale Apartments 3 Limited
Address	Mandale House 5 Neville Road North Tees Industrial Estate Stockton on Tees TS18 2RD Company Registration Number: 10266634
Buyer	[]
Address	[]
Property	Plot [], Waterloo House, Thornaby Place, Stockton on Tees, TS17 6SA
Purchase Price	£[]
Estate	means the Seller's estate at Waterloo House, Thornaby Place, Stockton on Tees, TS17 6SA
Document Fee	£250.00 plus VAT
Tenure	Leasehold
Reservation Fee	£
Deposit	£
Incentives	There are no incentives with this transaction
Seller's Conveyancers	Gordons LLP Riverside West Whitehall Road Leeds LS1 4AW
Buyer's Conveyancers	

BEFORE YOU SIGN – IMPORTANT NOTICE TO PURCHASERS

**THIS NOTICE DOES NOT FORM PART OF THE AGREEMENT
AND IS FOR GUIDANCE AND INFORMATION ONLY**

This is a formal document intended to create legal rights and obligations and you must take legal advice before signing it. Only sign this document if you are willing to be legally bound by it.

Representations and warranties

Under the terms of this Agreement the Seller excludes all liability for statements or representations which may have been made during the course of negotiations except (1) the replies by the Seller's Conveyancers to preliminary enquiries raised by your Conveyancers or in any general information sheet furnished by the Seller's Conveyancers to your Conveyancers to the extent that they are not capable of independent verification from any competent authority or statutory body or (2) any statement or representation made to you by the Seller in respect of which your Conveyancers have notified the Seller's Conveyancers in writing that you are relying upon the same and which statement or representation has not been rejected by the Seller and is attached to the Agreement

Accordingly if you consider there have been any statements or representations made to you that you wish to rely on, you must inform your Conveyancers so that they can notify the Seller's Conveyancers of the same and that you will be relying upon them and as a consequence they can be attached to the Agreement unless any such statements or representations have been rejected by the Seller.

Unless such statements or representations are agreed to be specifically incorporated they will not form part of this Agreement and, unless your Conveyancers have given written notice to the Seller's Conveyancers that you will be relying upon such statements or representations and the same have not been rejected and is attached to the Agreement then you will not be able to rely on the (nor will they form, or be part of, a separate contract) and they will not be legally effective.

Notice – Property Misdescriptions Act

The Seller give notice to prospective purchasers (whether or not they sign this Agreement) that none of the material issued, visual depictions and nothing said by or on behalf of the Seller can be relied on as describing any of the Specified Matters referred to in regulations made under the above Act.

All such matters must be treated as intended only as general illustration and guidance which may be subject to change from time to time and their accuracy is not guaranteed. You are advised to pursue your own enquiries and, if you require potentially descriptive matter to be warranted, this can only be done by incorporation in, and subject to the terms of, this Agreement.

Signed on behalf of the Seller

Signed by the Buyer