

**Exchange Details** Parties to the  
Exchange:  
Law Society Formula:  
Time:  
Balance Deposit on exchange:

Roofed / Unroofed

Dated

2018

**OXHEY MANAGEMENT LIMITED**

- and -

[

]

**A G R E E M E N T F O R S A L E**

relating to

**[Flat ], Horizon, Borough Road, Sunderland, SR1 1HW**



**AxiomStone**  
Solicitors

**1 BERKELEY STREET | MAYFAIR | LONDON | W1J 8DJ**

**REF: 105632.003**

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the <b>Professional Consultants Certificate</b>	A certificate issued by the Professional Consultant confirming the conversion works to the Building have been properly inspected and that the works comply with all drawings approved under buildings regulations and confirming that all works have been completed to a satisfactory standard
The <b>Professional Consultant</b>	F V Consultant Ltd (Co. Reg [    ]) or such other professional consultant for the time being instructed by the Seller such other professional to have experience in the design and/or monitoring of the conversion works of residential buildings and to have sufficient professional indemnity insurance cover in force to cover their liabilities owing under the Professional Consultants Certificate
the <b>Headlease</b>	The lease in the form annexed hereto at Annexure 1 to be entered into by the Seller and the Buyer in the form annexed hereto
the <b>Incentives</b>	
the <b>Long Stop Date</b>	31 <sup>st</sup> December 2019
the <b>Property</b>	[ <i>description of the Property</i> ]
the <b>Purchase Price</b>	[                    ]
the <b>Reservations</b>	The exceptions and reservations in the Headlease
the <b>Rights</b>	The rights referred to in the Underlease
the <b>Seller</b>	Oxhey Management Limited (Co. Reg. 11302505)
the <b>Seller's Solicitor</b>	Axiom Stone Solicitors of 1 Berkley Street, Mayfair, London, W1J 8DJ
the <b>Underlease</b>	the underlease in the form annexed hereto at Annexure 2 to be entered into by Buyer and Seller

## 2. INTERPRETATION

- 2.1 REFERENCES to a clause are (unless the context otherwise requires) references to a clause of this Agreement
- 2.2 WORDS importing the singular number and masculine gender include the plural number and feminine gender respectively

2.3 THE clause headings in this Agreement are for convenience only and do not affect its interpretation

2.4 WHERE there are two or more persons referred to in the phrase "the Buyer" obligations under this Agreement shall be joint and several

### 3. SALE OF THE PROPERTY

3.1 The Seller and the Buyer hereby agree that on the Completion Date the Seller will sell and the Buyer will purchase the Headlease of the Property demised under the terms of the Headlease TOGETHER WITH the Rights expressed to be for the benefit of the Property and EXCEPT AND RESERVING the Reservations and SUBJECT TO the Covenants and other provisions in the Headlease

3.2 It is a condition of this agreement that on the Completion Date immediately on completion of the purchase of the Headlease that the Seller and the Buyer will simultaneously enter into the Underlease.

3.3 The Seller cannot require the Buyer to grant the Underlease to any person other than the Seller and the Seller cannot assign, sublet, charge or otherwise share or part with the benefit of this contract in relation to the grant of the Underlease.

3.3 The Buyers conveyancers will at the Buyers expense arrange for execution and deliver to the Seller's conveyancers within 5 working days of the Completion Date a counterpart of the Headlease and the original Underlease and the Seller shall as soon as practicable deliver to the Buyer's Conveyancer their executed and completed original Headlease and the counterpart Underlease to enable compliance by the Buyer with their obligation at clause 23 of this agreement.

3.4 THE Deposit shall be paid to the Seller' Solicitor on exchange of this Agreement by way of telegraphic transfer to the following account (or such other account as the Seller's Solicitor shall provide notice of):-

Account name: Axiom Stone Client Account  
Bank: Barclays Bank  
Sort code: 20 -37 - 16  
Account No: 70197947

3.5 It is agreed and acknowledged by the Seller and the Buyer that the Deposit shall from the date hereof be held as stakeholder by the Seller's Solicitor only until such time as the Seller shall have complied with its obligation under clause 4.3.1 of this agreement and shall have served on the Buyer's Solicitor a Quantity Surveyors certification that the works undertaken in the development of the Building shall have exceeded £200,000.00 (Two Hundred Thousand Pounds) at which point the Seller and the Buyer agree that the Deposit shall then be released to the Seller.

3.7 THE Buyer will complete the purchase of the Headlease on the Completion Date upon payment to the Seller of:

3.7.1 the balance of the Purchase Price after deduction of the Deposit [*(less an allowance of equal to [5%] [percentage to be confirmed on Memo of Sale] of the Deposit per annum from and including the date of this agreement up to but not including the Completion Date on condition that the Deposit paid on the date of this Agreement is equal to 50% of the Purchase Price )*]

3.7.2 the Document Fee and

3.7.3 any further sums due pursuant to this Agreement

3.8 VACANT possession of the Property will be given to the Buyer on the Completion Date

- 3.9 TITLE to the Property shall consist of a copy of the Official Copy of Register Entries at Land Registry and a copy of the Title Plan.
- 3.10 THE Seller sells with full title guarantee
- 3.11 THE interest in the Property sold by the Seller to the Buyer is leasehold under the terms of the Headlease
- 3.12 THE Property is sold and will be transferred subject to and with the benefit of (if any):-
  - 3.12.1 all matters registered in any Local Land Charges Register or the register of any other competent authority
  - 3.12.2 all matters registered in the Building and Charges Registers at Land Registry (save for those of a financial nature) so far as the same are still subsisting and affect the Property
  - 3.12.3 all the provisions of the Headlease

Copies of such matters referred to in this clause 3.12 having been supplied to the Buyer or his Solicitor before the signing hereof he shall be deemed to purchase with full knowledge of the same and shall raise no objection or requisitions in respect thereof

- 3.11 THE Headlease granted to the Buyer shall be in the form of the Headlease and shall be executed by the Buyer and the Seller in duplicate and the Underlease to be entered into pursuant to clause 3.2 above shall be in the form of Underlease and shall be executed by the Buyer and the Seller in duplicate.
- 3.12 THE Property is sold on the footing that the permitted use thereof for the purposes of the Town and Country Planning Acts 1971-1990 is for development as part of a residential estate and use as a private dwellinghouse
- 3.13 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 where he has not made any such searches enquiries or inspections the Buyer shall not raise any objection to the purchase or make any claim for compensation and the Buyer shall not be permitted to terminate this agreement.

#### **4. AGREEMENT CONDITIONAL**

- 4.1 This agreement is binding upon the parties as from the date hereof but the obligations of the Seller and the Buyer under clause 3 of this agreement shall be strictly conditional on satisfaction of the condition set out at clause 4.2 below
- 4.2 The Seller shall have taken a transfer of the registered title to the freehold of the Building and shall have been registered at HM Land Registry as the legal owner to the freehold title to the Building.
- 4.3 In complying with the condition set out at clause 4.2 above the Seller shall use its best endeavours to:-
  - 4.3.1 lodge or procure the lodging of the properly completed application for registration of the transfer and all documents at HM Land Registry together with the submission of a properly completed SDLT Return to HMRC and shall supply evidence of submission to the Land Registry;
  - 4.3.1 procure that all the proper legal fees and monies are paid to HM Land Registry in respect of the application for registration and to HMRC in respect of the submission of the SDLT certificate;
  - 4.3.1 answer all requisitions (if any) raised by HM Land Registry as soon as practicable and with due diligence;

## **5. CONSTRUCTION OF THE BUILDING**

- 5.1 THE Seller will on the signing hereof or as soon as practicable commence or continue and thereafter complete with all reasonable expedition (subject to delay by accident industrial dispute inclement weather or other cause beyond the control of the Seller in respect of which a reasonable extension of time shall be allowed) the redevelopment of the Property and the conversion of the Building in accordance with the plan and specification already seen by the Buyer in a good and workmanlike manner and with good quality materials in accordance in all material respects with the said plan and specification and with the Building Regulation Approval and Planning Permission applicable thereto (and if the Buyer is raising part of the Purchase Price on mortgage to the reasonable satisfaction of the Buyer's Mortgage's Surveyor) and so as to provide the Property in a state fit for occupation and use by the Buyer PROVIDED ALWAYS but subject to clause 7.1 below that the Seller shall have the full right and liberty at any time and from time to time during the construction of the Property and the Building to make variations in such manner as the Seller shall think fit to the said plan and specification having regard to the supplies of labour and materials available or to any circumstances which may arise in relation thereto so long as such variations are minor in nature and do not in the aggregate alter the substance of the layout or the structure of the Property and the Building or the number of rooms therein or diminish the value of the Property and such variations shall be notified to the Buyer but their agreement to the same is not required
- 5.2 THE Seller shall until the Completion Date keep the Building sufficiently insured against fire but no endorsements will be made on the Seller's Policy
- 5.3 ON practical completion of the Building in accordance with Clause 5.1 (which as at the date of this agreement the Seller anticipates will be the Anticipated Completion Date) but subject to the proviso thereto and subject to the Seller having first served notice of satisfaction of the Conditions Precedent together with evidence that the property is complete and ready for occupation (such evidence to be in the form of a Building Regulations completion certificate from an approved Building Control Inspector the Seller or its Solicitor shall notify the Buyer or his Solicitor and subject to manifest material omissions completion shall take place on the Completion Date.
- 5.4 In the event of any dispute between the parties under the provisions of Clause 5.3 the certificate of the Seller's Architect or Surveyor as to the date of practical completion as aforesaid shall be final and binding upon both parties
- 5.5 The Buyer shall not be entitled to delay completion or withhold any part of the Purchase Price by reason of minor defects or outstanding works of a minor nature which in either case can reasonably be dealt with after the Completion Date including in particular (but without limitation) the landscaping of any communal areas, the erection of boundary screen walls and/or fences and any other works which do not materially affect the occupation or use of the Building or the use and occupation of the Property.
- 5.6 In the event that there are any defects or outstanding works after the Completion Date the Buyer hereby grants the Seller appropriate rights of access to the Property at all reasonable times on the giving of reasonable prior notice for completing such works and completion shall be without prejudice to the Seller's obligation to deal with any such defects or outstanding works to comply with Clause 5.1 as soon as reasonably practicable after the Completion Date
- 5.7 The Buyer shall not be entitled to any claim for compensation resulting from the carrying out of such works referred to in Clause 5.5 and 5.6 above. This clause shall not merge on completion
- 5.8 The Seller shall not be liable for nor shall the Buyer be entitled to receive any compensation for any delay in the erection or completion of the Property or any other matter appurtenant

thereto by reason of fire storm tempest snow accidents shortages of labour government control restrictions riots acts of war insurrection civic disturbance strikes lockouts or other causes outside the direct control of the Seller

- 5.9 THE Seller will use all reasonable endeavours to procure that evidence in the form of a Professional Consultants Certificate or a satisfactory equivalent ( *as required by the Council of Mortgage Lender's Handbook*) is served at the same time as the notification referred to in sub-clause 5.3 and that in any event the Seller will deliver by email or post the aforementioned evidence to the Buyer's Solicitors five working days in advance of the Completion Date
- 5.10 ANY notice to be served by the Seller or its Solicitors shall (if sent by post or document exchange) be deemed to have been received by the Buyer or the Buyer's Solicitor on the next working day after posting or lodging in the British Document Exchange and (if sent by e-mail or delivered by hand before 4.00 pm) be deemed to have been received by the Buyer or the Buyer's Solicitor on the day of despatch
- 5.11 THE Seller will use every endeavour to adhere to the Property Plan but reserves the right without any requirement to seek prior approval of the Buyer:-
- 5.11.1 to make any reasonable variation thereto not affecting the value of the Property; and/or
- 5.11.2 to substitute a more accurate plan on or before completion; and/or
- 5.11.3 to vary the layout of the development in such manner as the Seller thinks fit such variation or variations shall not annul the sale nor entitle the Buyer to any claims for damages or compensation in respect thereof

## **6. PROPERTY DAMAGE**

- 6.1 If damage occurs to the Property so that there has been destruction or damage to the Property or means of access that renders the Property inaccessible or unfit for occupation and use in accordance with this agreement ("Property Damage") after the Completion Date but before actual completion in accordance with clause 3.1 above then:
- 6.1.1 any notice served pursuant to clause 5.3 previously issued shall for the purposes of this agreement be deemed to cease to have effect;
- 6.1.2 completion of the Headlease and the Underlease pursuant to clause 3.1 and 3.2 of this agreement shall be postponed until the Property is practically complete, ready for occupation and use and accessible according to the terms of this agreement and so that practical completion of the Property is again achieved;
- 6.1.3 the Seller shall use its reasonable endeavours to procure that reinstatement is carried out diligently and with all reasonable speed;
- 6.1.4 the Seller shall apply any insurance proceeds towards the reinstatement and shall make good any deficiency out of its own funds;
- 6.1.5 the provisions of clause 5.1 shall apply in respect of such works of reinstatement; and
- 6.1.6 the Long Stop Date shall be extended by a reasonable period of time to be determined by the Seller acting reasonably in the circumstances to allow for compliance by the Seller with this clause 6.1 ("the Damage Long Stop Date")
- 6.2 If Property Damage occurs after the service of the notice in clause 5.3 but before actual completion and practical completion of the Property is again not achieved by the expiry of the Damage Long Stop Date, then clause 6.1.1 and clause 6.1.2 shall apply.



## **7. TERMINATION RIGHTS**

7.1 The Buyer shall be entitled to terminate this Agreement in the circumstances set out below:-

### **7.2 Changes to the Design Construction or Materials of the Property**

7.2.1 Where the Seller wishes during the course of construction of the Property to make a substantial or significant change (“the Substantial Change”) to the design, construction or materials to be used in the construction of the Property it shall notify the Buyer in writing at the earliest opportunity

7.2.2 The Buyer shall within twenty working days of notice received pursuant to clause 7.2.1 above notify the Seller whether or not it is prepared to accept the Substantial Change

7.2.3 The Seller shall respond to all reasonable requests for further information sought by the Buyer in relation to the Substantial Change

7.2.4 Where the Buyer fails to respond to a notice served pursuant to clause 7.2.1 above within a period of twenty Working Days, it shall be deemed to have accepted the same without any further opportunity to challenge

7.2.5 Where the Buyer does not accept the Substantial Change it shall be entitled within thirty Working Days of service of the notice referred to in clause 7.2.1 above (or if earlier the Completion Date) to serve written notice on the Seller terminating this Agreement and if it does so, the Seller shall without delay repay to the Buyer the Deposit or such part thereof as shall have been physically paid by the Buyer to the Seller (plus any interest at a rate of 4% above the Law Society base rate per annum for the period from the date of completion of this agreement until the date of payment to the Buyer), together with any reservation fee paid in advance of exchange

7.2.6 This right to terminate shall not extend to extra work carried out to the Property by the Seller at the specific request of the Buyer

### **7.3 Unreasonable delay in constructing the Property**

7.3.1 The Buyer shall be entitled to terminate this Agreement by service notice in writing to the Seller if the Seller fails to serve notice on the Buyer pursuant to clause 5.3 of this Agreement by the date falling [ X months from the Long Stop Date

7.3.2 The figure X shall be:-

Where the Property is a flat:-

7.3.2.1 Four months where as at the date of this Agreement the roof of the Building is completed and the Building is otherwise weather-proof; and

7.3.2.2 Twelve months in all other cases

7.3.3 Where the Agreement is terminated by the Buyer pursuant to clause 7.3 the Seller shall no later than the expiry of the notice period repay to the Buyer the Deposit or such part thereof as shall have been physically paid by the Buyer to the Seller plus any interest at a rate of 4% above the Law Society base rate per annum for the period from the date of completion of this agreement until the date of payment to the Buyer together with any reservation fee paid in advance of exchange

#### 7.4 **On Tenants Insolvency**

If there is the making of an application for a bankruptcy order, the presentation of a bankruptcy petition or the making of a bankruptcy order against the Buyer including any actions or proceedings taken in respect with to the Tenant in any jurisdiction to which the Tenant is subject that has an equivalent similar effect; or the taking of any step in connection with any voluntary arrangement or other composition arrangement for the benefit of any creditors of the Buyer then the Seller shall be entitled to terminate this Agreement on the giving of 1 months' notice at any time before completion of the actual sale.

#### 7.5 **Consequences of Termination**

In the event that this agreement is terminated by the Seller and the Buyer in accordance with the provisions of clause 7 of this agreement then the terms of this agreement shall terminate with immediate effect and none of the parties shall have any further rights or obligations under this agreement and notwithstanding that this agreement shall have terminated the Buyer shall immediately apply to HM Land Registry to cancel all entries relating to this agreement registered against the freehold title to the Building and (if any) and shall within 5 working days of the application being completed by HM Land Registry provide evidence of the same to the Seller.

### 8. **DISPUTES**

ALL matters and questions of dispute arising under this Agreement shall in default of agreement between the parties hereto and save as otherwise provided in this Agreement be referred to arbitration under the Arbitration Act 1996 or any enactment amending or replacing the same The Arbitrator shall be appointed by the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors

### 9. **ASSIGNMENT**

THE Buyer will not assign or part in any way with the benefit of this Agreement without the consent of the Seller

### 11. **REPRESENTATIONS BY THE SELLER**

11.1 THE Buyer HEREBY DECLARES that no written or oral representation has been made to him prior to the date hereof by any servant or agent of the Seller concerning the subject matter of this Agreement which has influenced induced or persuaded him to enter into this Agreement other than matters put in writing by the Legal Department of the Seller

11.2 The Buyer shall not be entitled to any claim for compensation based upon written representations in the sales brochure for the Property which were made for guidance only nor upon verbal representations made by the Seller's sales personnel

### 12. **CONDITIONS OF SALE**

THE Conditions of Sale shall be incorporated in this Agreement so far as the same are applicable to a sale by private treaty and are not inconsistent with the foregoing terms save that:

12.1 Standard Condition 1.1.1 shall be amended as follows:

**"Clearing Bank"** means a bank admitted by the Bank of England as a direct participant in the CHAPS system

"**Contract Rate**" means 5% above the base lending rate of Barclays Bank plc from time to time

"**Working Day**" shall exclude Saturdays Sundays Bank and other Public Holidays and the 27<sup>th</sup> 28<sup>th</sup> 29<sup>th</sup> 30<sup>th</sup> and 31<sup>st</sup> December in any year

12.2 Standard Conditions 1.3 3 shall be amended to read:-

"A notice or document is validly given or sent if sent:

(a) by fax; or

(b) by email to the email address for the intended recipient"

12.3 Standard Conditions 3.1.1 3.1.2 and 3.1.3 do not apply

12.4 Standard Conditions 4.1.2, 4.1.3, 4.2.2, 4.2.3, 4.3 and 4.7 do not apply

12.5 Standard Conditions 5.1.1, 5.1.2, 5.1.3, 5.1.4 and 5.1.5 do not apply

12.6 Standard Condition 6.1.3 does not apply

12.7 Standard Condition 7.1.1 is varied by the deletion of the words "or in the negotiations leading to it" and the addition of the words "or in the matters put in writing referred to in this Agreement" in their place

12.9 Standard Condition 7.1.1 (a) does not apply

### **13. SIGNBOARDS**

The Buyer agrees with the Seller that the Seller has the right to retain the signboards flags and flagpoles (if any) now on the Property until the end of marketing period for the development and the Seller shall be entitled to enter the land within the Property upon the giving of reasonable notice at reasonable times for all reasonable purposes relating to the repairing and renewing of such signboards flags and flagpoles or relating to their removal and shall make good any damage caused during their removal

### **14. PUBLICATIONS**

The Buyer agrees with the Seller that the Seller has the right to use photographic images of the Property in marketing planning and other related publications after the Completion Date and the Seller shall not be obliged to inform the Buyer prior to such images being used

### **15. NON MERGER**

NOTWITHSTANDING completion pursuant hereto this Agreement will remain in full force and effect with regard to anything remaining to be done performed or observed and not provided for in the Transfer

### **16. PARTY WALLS**

IF the Seller is or shall be constructing buildings walls or fences immediately adjacent to the Building or the Property or if the Building shall be part of a terrace of properties the construction of which shall continue after the Completion Date the Buyer hereby acknowledges that the Seller shall be deemed to have given and served notice on the Buyer pursuant to the Party Wall etc Act 1996 in circumstances where the provisions of that Act apply

### **17. ACKNOWLEDGEMENT**

THE Buyer acknowledges that the Buyer is aware of the Seller's proposals for the construction of roads and public works in the locality of the Property and has taken the anticipated effect

upon the Property into account in agreeing the Purchase Price and entering into this Agreement

**18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement This does not affect any right or remedy of a third party which exists or is available apart from that Act

**19. CONFIDENTIALITY**

EXCEPT to the extent required by law (including any requirements of the Stock Exchange or any other regulatory requirements in force from time to time affecting the parties) and save where necessary to implement this Agreement the parties hereto will not at any time make any press or other public announcement or divulge or communicate to any person any of the terms of this Agreement and the parties shall take all reasonable steps to bind their respective servants agents and advisers in this behalf

**20. STANDARD CONDITION 6 NOTICE**

In the event that the Seller's solicitors serve a Standard Condition 6 Notice on the Buyer's solicitors the Buyer will be responsible for the Seller's solicitors administration costs of £150.00 + VAT such sum to be paid within ten working days of service of the Condition 6 Notice or if earlier on the Completion Date

**21. JURISDICTION**

This Agreement shall be interpreted according to the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England

**22. BUYER'S POST COMPLETION OBLIGATIONS**

After completion the Buyer's Solicitors shall arrange for the registration of the Headlease against the Title number to the Building and will notify the Seller's Solicitors as soon as the application has been completed.

**AS WITNESS** the hands of the parties hereto

SIGNED:

Authorised Signatory

For and on behalf of the Seller

SIGNED:

Buyer

**ANNEXURE 1: The Headlease**

**ANNEXURE 2: The Underlease**