



SOLICITORS

101 Wallasey Road, Wallasey, Merseyside, CH44 2AA

Reference No: VPD/Cullen/C1864

A G R E E M E N T

Incorporating the Standard Conditions of Sale (Fifth Edition)

5 Yelverton Road, Birkenhead, CH42 6PE

- | | | | |
|------|---|---|---|
| 1.1 | 1.1 the Agreement Date is | : | 2022 |
| 1.2 | the Seller is | : | Linda Cullen |
| 1.3 | the Buyer is | : | |
| 1.4 | the Property is | : | The freehold property being 5 Yelverton Road, Birkenhead, CH42 6PE |
| 1.5 | the Incumbrances on the Property are: | : | Entries in the Charges Register of the below-mentioned title except any registered charge |
| 1.6 | The Seller sells with | : | Full Title Guarantee |
| 1.7 | Tenancies | : | the Property is sold subject to existing tenancies (if any) |
| 1.8 | the Completion Date is | : | See special condition 2.10 |
| 1.9 | the Contract Rate is | : | 5% per year above the base lending rate of Lloyds Bank PLC from time to time |
| 1.10 | the Title Number | : | MS388705 |
| 1.11 | the Purchase Price is | : | £ |
| 1.12 | the Deposit is | : | £ |
| 1.13 | the amount payable for chattels is | : | £ |
| 1.14 | the Balance is | : | £ |
| 1.15 | the Seller will sell and the Buyer will buy the Property for the Purchase Price. | | |
| 2.1 | (a) This agreement incorporates the Standard Conditions of Sale (Fifth Edition) with the following changes and where there is a conflict between those Conditions and this agreement, this agreement prevails:- | | |

- (i) Conditions 2.2.5 and 2.2.6 – these do not apply and the Seller’s Agents receive the deposit as agent for the seller
 - (ii) Conditions 3.3.2 (b); 3.3.2 (c); 4.4..2; 8.2.4; 8.2.6 and 8.3.4 – these do not apply
 - (iii) Conditions 5.1.1 and 5.1.2 - these do not apply and the following condition shall be substituted:- “If the Property is destroyed or damaged prior to actual completion and the proceeds of any insurance policy effected by or for the Buyer are reduced by reason of the existence of any policy effected by or for the Seller the Purchase Price shall be abated by the amount of such reduction save where the proceeds of the Seller’s policy are applied towards the reinstatement of the Property pursuant to any statutory or contractual obligation”.
 - (b) Where the context so admits terms used or defined in this agreement have the same meaning when used in the Conditions.
- 2.2 The Seller is not required to transfer the Property to anyone other than the Buyer
- 2.3 The deposit shall be 10% of the purchase price with a minimum of £2,000.00 payable on exchange of contracts payable to the seller’s agents as stakeholders.
- 2.4 The Buyer has not entered into this agreement relying wholly or partly on any statement or representation apart from any which were both;
- (a) made or confirmed in writing by the Seller’s Solicitors; and
 - (b) not susceptible of independent verification by inspection or survey of the Property search or enquiry of any local or public authority, or inspection of documents disclosed to the Buyer (whether or not inspection, survey, search or enquiry has been made).
- 2.5 The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no objection on them.
- 2.6 Any Disposition of the Property shall include:-
- (a) a declaration that all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Buyer.
- 2.7 The Buyer will pay to the Seller by way of reimbursement on the Completion Date the amount of £600.00 plus VAT plus disbursements (£6) as a contribution towards the Seller’s solicitors’ legal costs.
- 2.8 In the case of Leasehold Property:-
- (a) The Seller shall not be required to provide any management information
 - (b) The Seller shall not be required to provide evidence of the payment of ground rent or service charges nor supply evidence of buildings insurance cover and the Buyer takes the Property subject to any arrears of service charge and/or ground rent
 - (c) Where the Lease calls for a Licence to Assign and/or Deed of Covenant the same shall be applied for by the Buyer and at their expense and the said request of such a licence shall not in any circumstances entitle the Buyer to delay completion

- (d) If there is a restriction in the proprietorship register to which the Property is subject to it is the Buyer's responsibility to ensure compliance with this and pay any required fee
- (e) Where any landlord is absent or the title to the Leasehold is 'Good Leasehold' no indemnity insurance will be provided and the Buyer is to satisfy themselves in regard to such matters

2.9 In the case of Tenanted Property:-

- (a) Should the Property be tenanted the Buyer will reimburse the Seller
 - (i) any Arrears of Rent owed by any tenant due at the date of completion for individual flats and any common areas
 - (ii) any arrears or charges payable to the Seller's management agent owed by any tenant or the Seller due at the date of completion
- (b) Rent accounts will be provided if available and the Buyer will not delay completion if these cannot be supplied
- (c) The Buyer will be responsible for the transfer of any deposit held in a government approved deposit scheme

2.10 Completion will take place within seven working days of the seller's solicitors providing to the buyer's solicitors a certified copy of the Grant of Probate to the estate of John Cullen.

(WARNING: This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.)

Signed.....(Seller/Buyer)

Seller's Solicitors : Valentine Duggins

Buyer's Solicitors :

This document is part of The Law Society's TransAction Scheme.