

Sales Agreement

SA1

(Incorporating the Standard Conditions of Sale (4th Edition))

Seller: of

Buyer: of

Property (freehold): Plots forming part of freehold

Root of Title/Title Number:

Incumbrances on the property: As described in the Property & Charges Register of the Title Number and in the transfer from the Seller of land including the Property

Title Guarantee: Full title guarantee

Completion Date: 14 days from Agreement Date unless varied in writing

Contract rate: 4% above the base rate from time to time of Emirates NBD PJSC
(Rate of interest due if completion is delayed beyond the Completion Date)

Purchase Price: £

Deposit: £

Balance: £

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

This Agreement continues on the pages following. Please note: This is a formal document designed to create legal rights and legal obligations. If you require clarification on any of the conditions stated please seek independent legal advice prior to signing. By signing this Agreement you agree to the conditions stated herein.

Buyer Signature:

Buyer : _____

To be completed by the Seller:

Seller Signature

Seller: _____

Terms and Conditions

1. This Agreement incorporates the Standard Conditions of Sale (4th Edition) ("the Conditions"). Where there is a conflict between those Conditions and this Agreement, this Agreement prevails. Terms used or defined in this Agreement have the same meaning when used in the Conditions.
2. The Property is sold subject to the encumbrances on the Property and the Buyer will raise no requisitions on them.
3. The Property is sold subject to the matters referred to in the transfer and charges register of the Title Number so far as they relate to or affect the Property. Title has been deduced by means of Official Copies of the Title Number.
4. The Buyer hereby acknowledges that the Buyer has inspected the Property and the Seller's title and has entered into this Agreement solely in reliance of such inspection and the terms of this Agreement and not in reliance wholly or in part upon any statement or representation whether written spoken or implied by or on behalf of the Seller save for any matter in writing passing directly between the solicitors representing the parties to this Agreement prior to the date of this Agreement.
5. The Property is sold subject to and with the benefit of:-
 - (1) All local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not so registered;
 - (2) all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement;
 - (3) all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town and Country planning;
 - (4) all rights of way light support drainage water and electricity supplies and rights of adjoining owners affecting the property and other rights and obligations easements quasi-easements and restrictive covenants and all existing and proposed way leaves for masts pylons stays cables drains and water gas and other pipes and other title matters whether or not apparent on inspection or disclosed in any of the documents referred to or not referred to in this Agreement;
 - (5) All drainage rates charges and other outgoing including duties and payments civil or ecclesiastical (if any) charged upon or payable out of the Property or otherwise;
 - (6) all unregistered interests which override first registration as set out in Schedule 1 to the Land Registration Act 2002 and all unregistered interests which override registered dispositions as set out in Schedule 3 to the Land Registration Act 2002 affecting the Property and all matters which either are revealed or would reasonably be expected to be revealed by inspection of the Property and by the searches and enquiries usually made by a prudent buyer; and
 - (7) All matters relating to the Property about which the Seller does not know.
6. The Property is sold with vacant possession.
7. The Standard Conditions are amended as follows:-

Condition 3.1.2 is amended by the addition at the end of the following: "(f) overriding interests"; Condition 3.4 is excluded; Conditions 5.1.1 and 5.1.2 are deleted and in Condition 5.2.2 the following words are added "(i) must not before completion change the use of the property not infringe any statutory provisions affecting the property"; Condition 6.1.2 is amended so that 1.00pm is substituted for 2.00pm; Condition 6.5.1 the following words are added at the end of the condition "unless the Buyer is in material breach of this Agreement and the Seller refuses to complete for that reason"; Condition 7.1.1 the words "the negotiations leading to it" shall be replaced by the words "written information provided by the Seller and their replies to enquiries only".
8. If either party fails to complete on the Completion Date the defaulting party shall pay to the willing party the sum of £100 plus V.A.T. towards the legal costs in respect of the advice given to the willing party by the willing party's solicitors and for the preparation and service of any notice to complete pursuant to standard condition 6.8 in addition to all other penalties payable under standard condition 7.3
9. The Buyer has fourteen (14) days from the date of the payment of the Deposit to pay the Balance. If the Balance is not received by the Seller in cleared funds within this time period the Deposit will be forfeited and this Agreement will be immediately terminated and the Seller shall have no liability towards the Buyer.

10. At any time on or after completion date, a party who is ready, able and willing to complete may give the other a notice to complete. The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is essence of the contract. On receipt of a notice to complete: (a) if the buyer paid no deposit he is forthwith to pay a deposit of 10 per cent, (b) if the buyer paid a deposit of less than 10 per cent (no less than 500 GBP) he is forthwith to pay a further deposit equal to the balance of that 10 per cent deposit.
11. Until all monies due under the terms of this Agreement (including any interest payable) have been paid by the Buyer the Seller shall be under no obligation to deliver any documents of title.
12. The Seller has one hundred and Eighty (180) days from the date of the purchase to register the land in the Buyer's name. If the Buyer does not receive their title deed after one hundred and Eighty (180) days has lapsed, the Deposit, Balance paid and 10% of the purchase price will be returned to the Buyer unless the delay is due to unforeseen circumstances and the delay lies with HM Land Registry, where an email of proof of application will be sent to the buyer. The Buyer is not permitted to cancel the purchase and request the reimbursement of any monies within this period.
13. The Seller will not transfer the Property or any part thereof to any person other than the Buyer named in this Agreement.
14. The Buyer shall procure the payment of all stamp duty land tax in relation to the Transfer and shall use all reasonable endeavours to apply to HM Land Registry in order to register the Buyer as the new registered proprietor as soon as possible after the Completion Date.
15. An obligation to pay money or the receipt of a taxable supply involves an obligation to pay any VAT chargeable in respect of that payment or due in respect of that taxable supply as the case may be.
16. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
17. If any condition or provision of this Sales Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the condition or provision were deleted or amended, the condition or provision in question shall apply with such modification(s) as may be necessary to make it valid.
18. This Agreement constitutes the entire agreement between the parties and there are no other terms or provisions agreed prior to the date of this Agreement which have not been incorporated into this Agreement. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement.
19. This Agreement is governed shall be governed and construed in accordance with the law of England and Wales and is subject to the exclusive jurisdiction of the English courts.
20. It is necessary in the UK to manage land so that it does not cause nuisance to the surrounding residents. Trafalgar Properties and Land Limited has agreements with an agricultural contractor to manage the land on behalf of the owners. This arrangement is currently available to you free-of-charge.
21. Trafalgar Properties and Land Limited will engage with expert planners in the UK. Upon their advice, Trafalgar Properties and Land Limited will submit an application directly, or through a third party, on behalf of their client(s). The application will be submitted to the local council in the UK.