# DRAFT AGREEMENT FOR SALE

by reference to the Standard Commercial Property Conditions (2<sup>nd</sup> Edition)

## PARTICULARS

| 1. | (i)   | Vendor      | THE MAYOR AND BURGESSES OF THE LONDON<br>BOROUGH OF HARINGEY of the Civic Centre, Wood<br>Green, N22 8LE acting by its Principal Lawyer  |  |  |
|----|---|-------------|--|--|--|
|    | (ii)  | Selling     | Full Title Guarantee   |  |  |
| 2. | Purchaser                                       |             |  |  |  |
| 3. | Price   |             | £  |  |  |
| 4. | Description of<br>Property and<br>interest sold |             | The freehold title of the property known as 1-12<br>Archway Heights 16-20 Archway Road London N19<br>and for the purposes of identification only shown edged<br>red on the plan attached to this Agreement |  |  |
| 5. | Vendor's enabling power                         |             | [Housing Act 1985]   |  |  |
| 6. | Comp  | letion Date | On the day of 200 at the office of<br>the Vendor's Principal Lawyer, Alexandra House, 10<br>Station Road, Wood Green N22 7TR   |  |  |

The Standard Commercial Property Conditions (Second Edition) are deemed to be incorporated in this Agreement as far as they are not inconsistent with the following special conditions.

The Vendor agrees to sell and the Purchaser agrees to purchase the Property described in the Particulars and on the terms of this agreement.

## SPECIAL CONDITIONS

- A. Title is deduced and consists of as shown in Part I of the Schedule to this Agreement ("the Schedule").
- B. The property is sold subject to and with the benefit of the entries in the Registers of the Vendor's Title and the Purchaser having been supplied with copies of the entries is deemed to purchase with full knowledge of the entries

and shall raise no further enquiry or requisition.

- C. In addition to the Purchase Price the Purchaser will pay the sums specified in Part 2 of the Schedule.
- D. Possession will be given in accordance with the provisions of Part 3 of the Schedule.
- E. The prescribed rate of interest payable under Conditions 2 and 9 of the Standard Conditions of Sale is 4% per annum above the current Co-operative Bank Base Rate but with a minimum of 15% per annum.
- F. The Vendor will not be obliged to convey otherwise than to the Purchaser.
- G. The Purchaser, having had the opportunity to inspect the Property personally or through agents and professional advisers, acknowledges that it is entering into this Contract solely in reliance on such inspection and not in reliance on any representation whether written oral or implied made by or on behalf of the Vendor other than written reply to the Purchaser's Solicitors' written enquiries.
- H. The Buyer shall accept that vacant possession is the giving of the property notwithstanding that there may be unlawful occupiers, furniture and building materials and/or rubbish remaining therein. The Seller shall incur no liability whatsoever for the cost of their removal and the Buyer hereby fully indemnifies the Seller in respect of the same.
- I. Notwithstanding that at the sole discretion of the Vendor the 10% deposit may be waived or reduced on exchange of Contracts, in the event of the Purchaser failing to complete on the Completion Date then the full 10% deposit (or the balance of) becomes immediately due and recoverable as a debt on demand.
- J. This Contract does not merge into the Transfer in relation to any condition or liability remaining unfulfilled or which has not been performed observed or discharged.
- K. The parties will complete a Transfer substantially in the form of the draft

annexed to this Agreement.

- L. For the avoidance of doubt nothing contained or implied in this Agreement prejudices or affects the Vendor's rights powers duties and obligations or fetter its decisions in the exercise of its functions as a local authority
- M. In this Agreement where the context admits the masculine gender includes the feminine gender and the singular includes the plural and vice versa.

### SCHEDULE

### Part 1

- Copies of the entries on the Register of the Vendors title NGL388262 together with a copy of the filed plan
- 2. Copies of all deeds referred to on the above mentioned Registers

### Part 2

- The Vendor's Surveyor's fees amounting to 2.5% of the Purchase Price or a minimum sum of £2,500.00 whichever is the greater
- The Vendor's Solicitor's costs amounting to 1% of the Purchase Price or a minimum sum of £2,000 whichever is the greater

#### Part 3

The sale is with vacant possession on completion.

DATED this

day of

200

AS WITNESS the parties

SIGNED:

Vendor's Principal Lawyer

John Suddaby Head of Legal Services London Borough of Haringey Alexandra House 10 Station Road Wood Green London N22 7TR

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|       | THE MAYOR AND BURGESSE<br>LONDON BOROUGH OF H   |                |
|       | - and -   |                |
|       |   |                |
|       | AGREEMENT   |                |
|       | For the sale and purchase of 1-12 A<br>16 Archway Road<br>London N19                          | rchway Heights |
|       |   |                |
|       | London Borough of Harir<br>Alexandra House<br>10 Station Road<br>Wood Green<br>London N22 7TR | ngey           |
|       | Ref: LEG/PRO/10729/Z<br>MASTER: AGREEMENT for Sale  |                |
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