

SPECIAL CONDITIONS OF SALE

34 Upper Wickham Lane Welling Kent DA16 3HF

1. The Seller's solicitors are TWM SOLICITORS LLP of King's Shade Walk, 123 High Street, Epsom, Surrey KT19 8AU (Tel: 01372 729555)
2. The deposit shall be paid to the auctioneers as Agents for the Seller
3. The Seller's title is registered at HM Land Registry with Absolute Title registered under Title Number SGL380084 and title shall be deduced by furnishing Official Copy Entries of the Register and of the Filed Plan
4. The sale is subject to the matters contained or referred to in the Property and Charges Registers of the said title and no enquiry, requisition or objection shall be made thereon
5. The property is sold subject to and with the benefit of the Leases of the ground floor commercial premises dated 29th June 2005 and the upper residential premises dated 16th March 2004, copies of both Leases and any subsequent deeds affecting the sale having been available for inspection prior to the date hereof, the Buyer shall be deemed to purchase with full knowledge thereof and no enquiries, requisitions or objections shall be made thereto
6. The Seller sells with Full Title Guarantee
7. On completion of the sale the Buyer shall reimburse the Seller for the cost of any personal local land charges search result and official copy entries obtained in respect of the property.
8. As at the date of completion the Buyer shall pay to the Seller any arrears of rent, service charge reserve fund or insurance premium and any other outgoing apportioned to the date of completion.
9. The period "five working days" shall be substituted for the period of "ten working days" in Condition 8.8.2 of the Standard Commercial Property Conditions (Second Edition) and in the event that the Buyer shall fail to complete on the contractual completion date, the Buyer on completion shall pay to the Seller's Solicitors their costs not exceeding £250 plus VAT thereon in respect of the service of a notice to complete and any work arising thereon
10. Completion shall take place 28 days from the date hereof
11. Unless otherwise expressly stated nothing in this Agreement shall create or confer any rights or other benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties to this agreement

12. The Transfer to the Buyer shall be in the form of the draft Transfer attached to these Special Conditions and shall contain the covenants rights and reservations contained therein

1. Stamp Duty

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property

SGL380084

3. Property

34 UPPER WICKHAM LANE WELLING KENT DA16 3HF

4. Date

5. Transferor

LAW AND EQUITY PROPERTY COMPANY LIMITED

6. Transferee for entry on the register

7. Transferee's intended address(es) for service (including postcode) for entry on the register

8. The Transferor transfers the Property to the Transferee

9. Consideration

- The Transferor has received from the Transferee for the Property the sum of
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- The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with

full title guarantee limited title guarantee

11. Declaration of trust

- The Transferees are to hold the Property on trust for themselves as joint tenants
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property

12. Additional provisions

The Transferee hereby covenants with the Transferor by way of indemnity to observe and perform the covenants on the part of the Transferor contained in the Leases of the property and to keep the Transferor fully and completely indemnified in respect of any breach or non-observance thereof.

13. Execution

EXECUTED as a Deed by
LAW AND EQUITY PROPERTY COMPANY LIMITED
acting by:

Director

Director/Secretary

EXECUTED as a Deed by
Transferee
acting by:

or

SIGNED as a Deed by
Transferee
in the presence of:-

Witness Signature

Name

Address

Occupation