

Completion information and Undertakings (2nd edition)

5

WARNING: Replies to Requisitions 3.2 and 5.2 are treated as a solicitor's undertaking.

Address of the property

10 High Street
Hampton Wick
Kingston
KT1 4DB

Seller

Baker

Buyer

Countrywide Design(Hampton Wick) Limited

1 Vacant possession

1.1 If vacant possession (of whole or part) is to be given on completion what arrangements will be made to hand over the keys?

- will be left with the agents
 will be left with the seller's solicitors
 other (please give details)

1.2 If vacant possession (of whole or part) is not being given, please confirm that an authority to the tenant to pay the rent to the buyer will be handed over or be included with the documents to be remitted to the buyer's solicitors on completion.

confirmed

2 Deeds and documents

- 2.1 If the title is unregistered, do you hold all of the title deeds?

Yes No

If No, please give details:

- 2.2 Please supply a list of the deeds and documents to be handed over or remitted to the buyers solicitor's on completion.

enclosed

3 Completion

- 3.1 Will completion take place at your office?

Yes No

If No, where or how will it take place?

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Great care must be taken when answering this requisition

- 3.2 If we wish to complete through the post, please confirm that

- (a) You undertake to adopt the Law Society's Code for Completion by Post; and

confirmed

- (b) The mortgages and charges listed in reply to 5.1 are those specified for the purpose of paragraph 6 of the Code.

confirmed

4 Money

- 4.1 Please state the exact amount payable on completion

£ Balance

If it is just the balance purchase money, please provide copy receipts for any receipts for any rent or service charge or other payments being apportioned

enclosed not applicable

- 4.2 Please provide details of your bank and the account to which completion monies are to be sent:

Name of Bank

Barclays Bank

Address of Bank

6 Clarence Street
Kingston Upon Thames
KT1 1NY

Branch sort code

20-46-73

Client account name

Colemans-ctts Client Account

Client account number

10937096

5 Mortgages and charges

- 5.1 Please list the mortgages or charges secured on the property which you undertake to redeem or discharge to the extent that they relate to the property on or before completion (this includes any repayment of any discount under the Housing Acts).

We undertake to discharge the Charge in favour of _____ dated _____ as referred to in entries _____ & _____ of the Charges Register.

WARNING:

**A reply to requisition 5.2 is treated as an undertaking.
Great care must be taken when answering this requisition.**

5.2 Do you undertake to redeem or discharge the mortgages and charges listed in reply to 5.1 on completion and to send to us Form DS1, DS3, the receipted charge(s) or confirmation that notice of release or discharge in electronic form has been given to the Land Registry as soon as you receive them?

Yes No

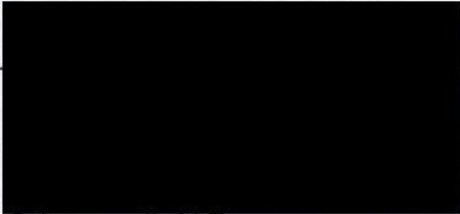
5.3 If you **DO NOT** agree to adopt the current Law Society's Code for completion by Post, please confirm that you are the duly authorised agent of the proprietor of every mortgage or charge on the property which you have undertaken, in reply to 5.2, to redeem or discharge.

confirmed

WARNING:

**These replies should be signed only by a person with authority
to give undertakings on behalf of the firm.**

Russell Cooke Solicitors
Buyer's solicitor
Date:


Colemans-ctfs LLP
Seller's solicitors
Date: 20th June 2013

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confirmed

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2.1 If the title is unregistered, do you hold all of the title deeds?

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Yes No


5.3 If you **DO NOT** agree to adopt the current Law Society's Code for completion by Post, please confirm that you are the duly authorised agent of the proprietor of every mortgage or charge on the property which you have undertaken, in reply to 5.2, to redeem or discharge.

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Russell Cooke Solicitors
Buyer's solicitor
Date:


Colemans-cits LLP
Seller's solicitors
Date: 20th June 2013

AGREEMENT

(incorporating the Standard Conditions of Sale (Fifth Edition))

5

Buyer's Conveyancer	Russell Cooke Solicitors	David Stuckley
Seller's Conveyancer	Lyons and Company	Helen Chamey
Law Society Formula	A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/>	Personal exchange <input type="checkbox"/> 12.21 pm.
This information does not form part of the contract		

Agreement date

28 June 2013.

Seller

Richard John Gray

Buyer

COUNTRYWIDE DESIGN (HAMPTON WICK) LIMITED (CRN 857544) of
The Coach House, 16B High Street, Godalming, Surrey, GU7 1EB

Property

6-8 High Street, Hampton Wick, Surrey, KT1 4DB

Root of Title/Title No

MX305224

Specified Incumbrances

Matters referred to and contained in the Property Register and
Charges Registers of the above mentioned Title Number as
Evidenced by Office Copy entries dated the 9th May 2013 timed at
14:16:22

Title Guarantee

Full

Completion Date

12 July 2013

Contract Rate

4% above Barclays Bank Base Rate

Purchase Price

£350,000.00

Deposit

£ 35,000.00

Payable for contents (If
separate)

£ 0.00

Balance

£315,000.00

The Seller will sell and the Buyer will buy the property for the purchase price.

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

Signed Seller/Buyer :

[Redacted signature]

.....
Lyons and company (Partner)
on behalf of Richard John Gray
.....
.....

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition)
(b) The terms used in this contract have the same meaning when used in the Conditions.
2. Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3. The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
4. The property is sold with vacant possession on completion.
5. Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 12.00pm rather than 2.00 p.m.

6. Representations

Neither party can rely on any representation made by the other, unless made by the other in writing or his conveyancer, but this does not exclude liability for fraud or recklessness.

7. In the event of a valid Notice to Complete being served by one party hereto upon the other the receiving party shall pay to the serving party or their lawyers the sum of £250 plus VAT by way of legal costs for the preparation and service of the said Notice whether or not completion takes place.

8. Occupier's Consent

Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.

Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold

Name(s) and signature(s) of the occupier(s) (if any):

Name

Signature

Notices may be sent to:

Seller's Conveyancer's Name: Lyons and Company

E-mail address:*

Buyer's Conveyancer's Name: Russell Cooke Solicitors

E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)
2011 5th Edition.

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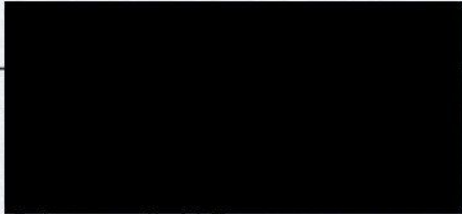
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This information does not form part of the contract		

Agreement date 28 June 2013.

Seller Richard John Gray

Buyer COUNTRYWIDE DESIGN (HAMPTON WICK) LIMITED (CRN 857544) of
The Coach House, 16B High Street, Godalming, Surrey, GU7 1EB

Property 6-8 High Street, Hampton Wick, Surrey, KT1 4DB

Root of Title/Title No MX305224

Specified Incumbrances Matters referred to and contained in the Property Register and
Charges Registers of the above mentioned Title Number as
Evidenced by Office Copy entries dated the 9th May 2013 timed at
14:16:22

Title Guarantee Full

Completion Date 12 July 2013

Contract Rate 4% above Barclays Bank Base Rate

Purchase Price £350,000.00

Deposit £ 35,000.00

Payable for contents (If separate) £ 0.00

Balance £315,000.00

The Seller will sell and the Buyer will buy the property for the purchase price.

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Signed Seller/Buyer :



Lyons and company (Partner)
on behalf of Richard John Gray

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Name

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E-mail address:*

Buyer's Conveyancer's Name: Russell Cooke Solicitors

E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)
2011 5th Edition.