

SPECIAL CONDITIONS

LOT number

Brief description of the LOT

First Floor 54 Swanley Centre Swanley Kent

Name, address and reference of the SELLER AND SELLER'S SOLICITORS

Bude Nathan Iwanier
1-2 Temple Fortune Parade
Bridge Lane
London NW11 0QN
Ref: FRA010-281
Name of Seller: Wateredge (Wimbledon) Ltd

Title

Leasehold pursuant to a lease dated 25.2.2025 made between Sheet Anchor Evolve (London) Limited (1) and Wateredge (Wimbledon) Ltd (2)

Registered or unregistered?

Leasehold with the application to register title currently at the Land Registry with allocated title no TT178424 with title absolute under HM Land Registry Reference VA2B8F8

Title guarantee

Full title guarantee

Deposit

10% of the PRICE to be held as agent for the SELLER

INTEREST RATE

4% over Lloyds Tsb Bank Plc base rate from time to time

AGREED COMPLETION DATE

27 May 2025

VAT

VAT is not applicable

Insurance

The SELLER is to insure

Vacant or let?

The sale is with vacant possession PROVIDED THAT if on completion there be squatters or other individuals in occupation of the LOT without the consent of the SELLER or any rubbish or other chattels in the property, the SELLER shall be deemed not to be in breach of this provision and the BUYER will not be entitled to raise any requisition or objection thereto

Rights sold with the LOT

None

Exclusions from the sale

None

Reservations to the SELLER

None

What the sale is subject to

Not applicable

Amendments to the GENERAL CONDITIONS

The following conditions replace the GENERAL CONDITIONS of the same number:

None

Extra SPECIAL CONDITIONS

1. In the Transfer the Buyer shall covenant to:

- (i) Perform and observe any covenants or other matters referred to on the Charges Register of the title herein transferred
- (ii) In all cases to indemnify and to keep indemnified the Seller against any costs claims actions or damages arising out of any breach or non performance thereof occurring after the date of this transfer
- (iii) Perform and observe the covenants and conditions on the part of the seller contained or referred to in the registered lease
- (iv) In the case of a leasehold property, a declaration that notwithstanding the fact that the Seller is selling with full title guarantee the Seller shall not be taken to warrant that it has complied with any of the covenants or conditions contained or referred to in the registered lease relating to the physical state of the property herein transferred.

2. On completion the Buyer shall pay the Seller the cost of any local search, drainage search, coal mining search or any other search carried out by the Seller and a contribution of two percent of the purchase price towards the Seller's legal and agent costs associated with this sale.

3. In the event of the Seller serving Notice to Complete the Buyer shall as a condition of completion pay the Sellers' solicitors' costs of £250.00 plus VAT in relation to service of notice and any work resulting from the Buyer's default.

4. Where any reference is made as to the postcode of the property being sold, then the Seller gives no warranty that the postcode is correct and the Buyer must rely entirely on its only enquiries.

5. The Buyer confirms that it has been afforded opportunity to satisfy itself as to any notices or

bills/invoices served in relation to the property being sold by making appropriate enquiries of the all relevant persons in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer further confirms that it has satisfied itself on all matters relating to planning and building regulation matters and CIL/s106 matters having made appropriate enquiries of the all relevant persons and authorities in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer also confirms that it has satisfied itself as to any breaches of the registered lease that may be current and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto.

6.1 The Buyer shall raise no requisition of the Seller due to unavailability or loss of any keys or deeds relating to the property being sold.

6.2 The Buyer acknowledges that the Seller is in the process of registering title to the lease granted to it. In this regard the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto.

7. Where notice to complete is served by the Seller, the Buyer must complete within 5 working days of the notice being served (excluding the day on which the notice is given) and for this purpose time is of the essence of the contract. The General/Standard Conditions are varied accordingly.

8. Whilst the interest provisions in relation late completion remains in effect at all times, the Seller reserves the right to substitute this for a £500 penalty if the Buyer is 5 days late from and including the contractual completion date and £1,000 if the Buyer is 10 days late from and including the contractual completion date.

TRANSFER

The TRANSFER shall be in the form of transfer included in the auction legal pack

Capital allowances

There are none

Maintenance agreements

There are no maintenance agreements

TUPE

There are no employees to which TUPE applies

Environmental

General condition 21 (Environmental) applies. The following reports have been supplied by the SELLER:

None

Warranties

The following warranties are to be assigned to or held in trust for the BUYER:

None