

FORSTERS

DATED

2022

(1) NATIONALCORP LIMITED

(2) WAVERLEY BOROUGH COUNCIL

AGREEMENT FOR SALE

(incorporating the Standard Conditions of Sale (Fifth Edition) – 2018 revision)

relating to the freehold property at Wyatt's Hospital, The Meadow,
Godalming



This Agreement is made on

2022

BETWEEN:

- (1) **NATIONALCORP LIMITED** (Company number: 04346478) whose registered office is at Forum House, 1st Floor, 15-18 Lime Street, London EC4M 7AN (**'Seller'**) and
- (2) **WAVERLEY BOROUGH COUNCIL** of The Burys, Godalming, Surrey GU7 1HR (**'the Buyer'**)

RECITALS:

- (A) The Seller is the freehold owner of the Estate.
- (B) The Buyer owns the Existing Lease and has made the 1967 Act Claims.
- (C) The Seller has agreed on the Completion Date to transfer the Property to the Buyer and the Buyer has agreed to take a transfer of the Property on the terms contained in this Agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (including the Recitals).

1.1 Definitions:

'1967 Act Claims'	32 claims for the freehold of the Houses as contained in section 5 notices dated 25 May 2021 served pursuant to the Act.
'Act'	the Leasehold Reform Act 1967 (as amended).
'Buyer's Conveyancer'	Bishop & Sewell LLP of 59-60 Russell Square London WC1B 4HP or any other conveyancer whose details have been given by notice from time to time by the Buyer to the Seller.
'Certificate'	the certificate required by the restriction at B4 in the Proprietorship Register of title number SY788504.
'Completion Date'	the date on which the transfer of the Houses is completed pursuant to the 1967 Act Claims.

'Conditions'	the Standard Conditions of Sale (Fifth Edition - 2018 Revision) and Condition means any one of them.
'Contract Rate'	4% per annum above the base rate from time to time of Barclays Bank Plc.
'Deposit'	[one thousand pounds (£1,000)]
'Estate'	the estate known as Wyatt's Hospital, The Meadow, Godalming and registered at the Land Registry under title number SY788504
'Existing Lease'	the lease of the Estate dated 27 September 1956 made between (1) The Master Wardens and Commonalty of the Mystery of Freeman of the Carpentry of the City of London and (2) The Mayor Aldermen and Burgesses of the Borough of Godalming as varied by a deed dated 29 November 1993 made between (1) The Master Wardens and Commonalty of the Mystery of Freeman of the Carpentry of the City of London and (2) Waverley Borough Council and any document supplemental or collateral to it.
'Houses'	the houses on the Estate shown edged red on the Plan.
'Plan'	the plan annexed to this Agreement.
'Property'	the Estate excluding the Houses.
'Purchase Price'	[ten thousand pounds (£10,000)]
'Seller's Conveyancer'	Forsters LLP of 31 Hill Street London W1J 5LS or any other conveyancer whose details have been given by notice from time to time by the Seller to the Buyer.
'Transfer'	the transfer (TR1) in the agreed form annexed to this Agreement.
'VAT'	value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Agreement.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes fax and (save where agreed in writing which for these purposes includes email) email.
- 1.11 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses, and Annexes are to the clauses and Annexes of this Agreement.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 Unless this Agreement otherwise expressly provides, a reference to the **Property** is to the whole and any part of the Property.
- 1.16 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

2. **SALE AND PURCHASE**

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the Completion Date on the terms set out in this Agreement.
- 2.2 The Buyer will pay the Deposit on the date hereof.

2.3 The Buyer cannot assign, sublet, charge, or otherwise share or part with the benefit of this Agreement whether in relation to the whole or any part of the Property.

3. **CONDITIONS**

3.1 The Conditions are incorporated in this Agreement so far as they:

- (a) apply to a sale by private treaty;
- (b) relate to freehold property;
- (c) are not inconsistent with the other clauses in this Agreement; and
- (d) have not been modified or excluded by any of the other clauses in this Agreement.

3.2 The terms used in this Agreement have the same meaning when used in the Conditions.

3.3 Condition 1.1.4 does not apply to this Agreement.

4. **DEDUCING TITLE**

4.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this Agreement.

4.2 The Buyer is deemed to have full knowledge of the Seller's title and is not entitled to raise any enquiry, objection or requisition in relation to it.

4.3 Conditions 4.1, 4.2 and 4.3 do not apply to this Agreement.

5. **VACANT POSSESSION**

The Property is sold subject to the Existing Lease.

6. **TITLE GUARANTEE**

6.1 The Seller shall transfer the Property with limited title guarantee but the covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 are varied by the deletion of the words "at his own cost" in section 2(1)(b) and the substitution of the words "at the cost of the person requiring compliance with this covenant" and the covenant set out in section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only to charges or encumbrances created by the Seller.

6.2 Condition 4.6.2, 4.6.3 and 4.6.5 does not apply to this Agreement.

7. **MATTERS AFFECTING THE PROPERTY**

7.1 The Seller shall sell the Property free from incumbrances other than:

- (a) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number SY788504.
- (b) all matters contained or referred to in the Existing Lease;
- (c) the transfer of the Houses granted pursuant to the 1967 Act Claims;
- (d) any matters discoverable by inspection of the Property before the date of this Agreement;
- (e) any matters which the Seller does not and could not reasonably know about;
- (f) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent Buyer would have made before entering into this Agreement;
- (g) public requirements;
- (h) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
- (i) the terms of the Transfer; and
- (j) any notice, order or proposal given or made by a body acting on statutory authority.

7.2 The Buyer is deemed to have full knowledge of the matters referred to in Clause 7.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

7.3 Notwithstanding section 6(3) of the Law of Property (Miscellaneous Provisions) Act 1994, all matters recorded at the date of the transfer in registers open to public inspection are to be deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994.

7.4 Conditions 3.1.1, 3.1.2 and 3.1.3 do not apply to this Agreement.

8. **TRANSFER**

The transfer to the Buyer shall be in the form of the Transfer.

9. **COMPLETION**

9.1 Completion shall take place on the Completion Date.

9.2 The Seller will use reasonable endeavours to procure that the Certificate is issued on completion or as soon as possible following completion and will provide the Buyer with the

Certificate on completion or within two working days of receipt of the Certificate (if received following completion).

9.3 If the 1967 Act Claims are withdrawn or deemed withdrawn in accordance with the provisions of the Act then this Agreement shall terminate accordingly without prejudice to any rights which either the Seller or the Buyer may have against the other in respect of prior breaches of this Agreement.

9.4 Condition 6.1.1 does not apply to this Agreement.

9.5 Conditions 6.1.2 and 6.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.

9.6 Condition 6.4 is amended to add a new Condition 6.4(d) to read "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".

10. **REGISTRATION**

10.1 The Buyer may note this Agreement by way of a unilateral notice against the Seller's title.

10.2 The Buyer is not permitted to:

- (a) note this Agreement against the Seller's title by way of an agreed notice; or
- (b) send this Agreement or a copy of it to HM Land Registry.

10.3 On the earlier of the completion of the Transfer or termination of this Agreement, the Buyer shall:

- (a) immediately cancel all entries relating to this Agreement registered against the Seller's title; and
- (b) promptly notify the Seller when such application has been completed.

11. **BUYER'S ACKNOWLEDGEMENT OF CONDITION**

11.1 The Buyer acknowledges that, prior to the date of this Agreement, the Seller has given the Buyer and those authorised by the Buyer, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Buyer accepts the condition of the Property.

11.2 No representation or warranty is given by the Seller that the Property may lawfully be used for the uses permitted by the Existing Lease and the Buyer confirms that it has made all necessary enquiries to satisfy itself on this point.

11.3 The Buyer will not be entitled to refuse to complete or to delay completion of the transfer of the Property due to any event occurring after the date of this Agreement that results in:

- (a) any damage to the Property or any part of it; or
- (b) any damage to the means of access to the Property; or
- (c) any deterioration in the Property's condition.

11.4 The provisions in the Existing Lease relating to insurance of the Property shall continue to apply from the date of this Agreement until the date of actual completion.

12. ENTIRE AGREEMENT

12.1 This Agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

12.2 The Buyer acknowledges that in entering into this Agreement and any documents annexed to it the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those set out in this Agreement or the documents annexed to it.

12.3 Nothing in this clause shall limit or exclude any liability for fraud.

13. NOTICES

13.1 Any notice given under this Agreement must be in writing and signed by or on behalf of the party giving it.

13.2 Any notice or document to be given or delivered under this Agreement may be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service; or.
- (c) sent through the document exchange (DX).

13.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

- (a) to the Landlord at:

Forsters LLP

DX: 82988 Mayfair

marked for the attention of: Samantha Tomczyk, quoting the reference SAT/54973.1;

(b) to the Tenant at:

Bishop & Sewell

DX: 278 London Chancery Lane

marked for the attention of: Mark Chick and quoting Ref: []

(c) or as otherwise specified by the relevant party by notice in writing to the other party.

13.4 Any change of the details in Clause 13.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

(a) the date, if any, specified in the notice as the effective date for the change; or

(b) the date five working days after deemed receipt of the notice.

13.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

13.6 Any notice or document given or delivered in accordance with Clause 13.1, Clause 13.2 and Clause 13.3 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent through the DX, at 9.00 am on the second working day after being put into the DX.

13.7 In proving delivery of a notice or document, it will be sufficient to prove that:

(a) a delivery receipt was signed or that the notice or document was left at the address; or

(b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or

(c) the envelope containing the notice or document was properly addressed and was put in the DX.

13.8 A notice or document given or delivered under this Agreement shall not be validly given or delivered if sent by email.

13.9 Condition 1.3 does not apply to this Agreement.

13.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by the Seller

Signed by the Buyer