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| **DATE:** | **2024** |  |

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| **(1)** | **Paul Charles Singleton and Susan Lucy Singleton (as Trustees of the Singleton Family SSAS)** |
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| **(2)** | **ANA Estates Ltd** |
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| **Agreement for Sale of Freehold Land with Vacant Possession** |

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| relating to 43 Townhead Street, Sheffield S1 2EB |

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**S034500007.58.3CA98**

**THIS CONTRACT** is made on day of 2024

**Between**

1. **Paul Charles Singleton** and **Susan Lucy Singleton** (as Trustees of the Singleton Family SSAS)both of 475 Whirlowdale Road, Sheffield S11 9HN (the "**Seller**"); and
2. **ANA Estates Ltd** incorporated and registered in England and Wales with company number 13427788 whose registered office is 60 Edward Street Flats, Sheffield S3 7GG (the "**Buyer**").

**It is hereby agreed**

Interpretation

The following definitions and rules of interpretation apply in this contract.

Definitions:

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| **"Buyer's Conveyancer"** | means Larkman Lodh Solicitors, City Wharf, 3-5 Nursery Street, Sheffield S3 8GF (Ref: Babul Miah). |
| **"Completion Date"** | means [ ] 2024 |
| **"Contract Rate"** | means interest at 4% per annum above the base rate from time to time of National Westminster Bank plc. |
| **“Deed of Surrender”** | means the deed of surrender effecting the termination of the Lease (in the form contained at Annexure 1). |
| **"Deposit"** | means £24,000.00 (exclusive of VAT). |
| **"Electronic Payment"** | means payment by electronic means in same day cleared funds from an account held in the name of the Buyer’s Conveyancer at a clearing bank to an account in the name of the Seller’s Conveyancer. |
| **“Lease”** | means the lease of the Property dated 28 November 2016 made between (1) Union Pension Trustees Limited and Paul Charles Singleton and (2) Simpson Sissons and Brook LLP. |
| **"Part 1 Conditions"** | means the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision) and **Condition** means any one of them. |
| **"Part 2 Conditions"** | means the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision). |
| **"Property"** | means the freehold property at 43 Townhead Street, Sheffield S1 2EB and registered at HM Land Registry with title absolute under title number SYK278407. |
| **"Purchase Price"** | means £240,000.00 (exclusive of VAT). |
| **"Seller's Conveyancer"** | means BRM Law Limited, 99 Saltergate, Chesterfield S40 1LD (Ref: SBA/S03450-0007) |
| **"VAT"** | means value added tax chargeable in the UK. |
| **"Written Replies"** | means are:   1. written replies that the Seller's Conveyancer has given prior to exchange of this Agreement to any written enquiries raised by the Buyer's Conveyancer; or 2. written replies to written enquiries given prior to exchange of this Agreement by the Seller's Conveyancer to the Buyer's Conveyancer. |

A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Except in relation to clause 1.13, a reference to "**writing**" or "**written**" excludes fax and email.

Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.

Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.

The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

For the purposes of the definition of Written Replies, "**written replies**" and "**written enquiries**" include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the CPSE.1 (version 4.0) and include enquiries or replies so requested or given by email. and

Sale and Purchase

The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.

The Buyer cannot require the Seller to:

transfer the Property or any part of it to any person other than the Buyer; or

transfer the Property in more than one parcel or by more than one transfer; or

apportion the Purchase Price between different parts of the Property.

Conditions

The Part 1 Conditions are incorporated in this contract so far as they:

apply to a sale by private treaty;

relate to freehold property;

are not inconsistent with the other clauses in this contract; and

have not been modified or excluded by any of the other clauses in this contract.

The terms used in this contract have the same meaning when used in the Part 1 Conditions.

The following Conditions are amended:

Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.

Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.

Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.

Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 9".

Condition 1.1.4(a) does not apply to this contract.

Condition 9.2.1 does not apply to this contract.

The Part 2 Conditions are not incorporated into this contract.

Risk and Insurance

With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.

Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this contract.

Deposit

On the date of this contract, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

The Deposit must be paid by Electronic Payment.

Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this contract.

The provisions of clause 5.5 to clause 5.8 (inclusive) will only apply if:

the Deposit is less than 10% of the Purchase Price; or

no Deposit is payable on the date of this contract.

In this clause, the expression "**Deposit Balance**" means:

(where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or

(where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.

If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the Contract Rate for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.

After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this contract.

The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

Deducing Title

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

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

Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this contract.

Vacant Possession

The Property will be sold with vacant possession on completion.

Title Guarantee

Subject to the other provisions of this clause, the Seller will transfer the Property with limited title guarantee.

The implied covenants for title are modified so that:

the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:

make proper searches; or

raise requisitions on title or on the results of the Buyer's searches; and

the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.

Condition 7.6.2 does not apply to this contract.

Matters Affecting the Property

The Seller will sell the Property free from incumbrances other than:

any matters, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 7 August 2024 at 19:35:57 under title number SYK278407;

any matters discoverable by inspection of the Property before the date of this contract;

any matters which the Seller does not and could not reasonably know about;

any matters, other than the Charge, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;

public requirements; and

any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.

The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

Transfer

The transfer to the Buyer will be in the agreed form annexed to this contract.

The Buyer and the Seller will execute the transfer in original and counterpart.

Condition 7.6.5(b) does not apply to this contract.

VAT

Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).

If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

Conditions 2.1 and 2.2 do not apply to this contract.

Completion

Completion will take place on the Completion Date but time is not of the essence of the contract unless a notice to complete has been served.

Immediately before completion, the Seller shall complete the Deed of Surrender in connection with the Lease, with the Seller’s Conveyancer then emailing a scanned copy of the Deed of Surrender to the Buyer’s Conveyancer. The Seller’s Conveyancer will within two working days of completion submit the Land Registry application to close leasehold title SYK64153 relating to the Lease and remove reference to the said Lease against the registered title SYK278407.

Upon completion the Paul Singleton of the Seller shall transfer his shares in Hosmet Limited (company number 02274291) of which he holds 20 ordinary shares, pursuant to the terms of a lease of easements of land to the rear of the Property, as dated 31 July 1989 made between (1) Hosmet Limited and (2) Pace Computers Services Limited.

Condition 9.1.1 does not apply to this contract.

Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.

Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."

Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".

Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

Buyer's Acknowledgement of Condition

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

Entire Agreement

This contract constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

The Buyer acknowledges that in entering into this contract 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 contract; or

contained in any Written Replies.

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

Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".

Joint and Several Liability

Where the Buyer comprises more than one person, those persons will be jointly and severally liable for the Buyer’s obligations and liabilities arising under this contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

Where the Seller comprises more than one person, those persons will be jointly and severally liable for the Seller’s obligations and liabilities arising under this contract. The Buyer may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

Condition 1.2 does not apply to this contract.

Notices

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

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

delivered by hand; or

sent by pre-paid first class post or other next working day delivery service.

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

to the Seller at:

474 Whirlowdale Road, Sheffield S11 9HN

marked for the attention of: Paul Singleton

or at the Seller's Conveyancer, quoting the reference SBA/S03450-0007;

to the Buyer at:

60 Edward Street Flats

Sheffield

S3 7GG

marked for the attention of: Marah Taoufik

or at the Buyer's Conveyancer, quoting the reference BM/S/0512/ANA0011.

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

Any change of the details in clause 16.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

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

the date five working days after deemed receipt of the notice.

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.

Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will be deemed to have been received:

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

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.

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

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

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.

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

Condition 1.3 does not apply to this contract.

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.

Third Party Rights

A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Condition 1.5 does not apply to this contract.

Governing Law

This contract 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.

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 contract or its subject matter or formation (including non-contractual disputes or claims).

Limitation of Liability

The parties agree that notwithstanding any provisions to the contrary herein, the liability of the Seller here meaning Paul Charles Singleton and Susan Lucy Singleton, arising as a result of any non-contractual and contractual claim, shall not be personal and shall be limited to the net value of the assets held on behalf of the Singleton Family SSAS in their possession from time to time.

**IN WITNESS WHEREOF** this document has been executed and delivered on the date first stated above.

Signed By

**Paul Charles Singleton**

**Signed by**

**Susan Lucy Singleton**

Singed on behalf of

**ANA Estates Ltd**

acting by its Director

**APPENDIX 1**

**Form of Deed of Surrender**