

SPECIAL CONDITIONS

Important Note: words in CAPITALS have special meanings, which are defined in the Glossary. Words that are neither in square brackets nor in italics constitute the SPECIAL CONDITIONS applicable to the relevant LOT. References to the GENERAL CONDITIONS are for convenience only and are not intended to be comprehensive.

LOT number TBC

Name and address of the SELLER

Opal Group London Limited (CRN: 10284052) of 2 Villiers Court, 40 Upper Mulgrave Road, Cheam, Surrey, England, SM2 7AJ

Name, address and reference of the SELLER'S conveyancers

Banks Kelly Solicitors Limited of 1 Temple Avenue, London, EC4Y 0HA
REF: DC. OPA001184

Brief description of the LOT (see CONDITION G1.1)

The leasehold property being 419a Kingston Road, Epsom, KT19 0BT. A new 250 year leasehold interest is to be granted pursuant to the Draft Lease

Rights to be granted (see CONDITION G1.1)

None, other than contained in the Draft Lease

Rights to be reserved (see CONDITION G1.1)

None, other than contained in the Draft Lease

Exclusions (see CONDITION G1.1)

None

Tenancies (see CONDITION G1.2)

None – sold with vacant possession PROVIDED THAT if on completion there are squatters or other individuals in occupation of the LOT without the consent of the SELLER of 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 of objection thereto.

What the sale is subject to (see CONDITION G1)

The matters set out in the GENERAL CONDITIONS.

and

- (i) All local land charges and other matters whatsoever registered or registrable (whether registered or not) by any local or other authority and to every charge notice direction order restriction agreement resolution condition and other matter affecting the same;
- (ii) All actual or proposed charges notices orders restrictions agreements conditions or other matters arising under any planning acts;
- (iii) All rights of way light air and other rights easements quasi easements liabilities and public rights whatsoever and to any liability to repair or to contribute to the repair of roads ways passages sewers drains fences or other like matters and to all encumbrances of whatsoever nature;
- (iv) All interests which override registration (as defined in the Land Registration Act 2002) affecting the property or LOT;
- (v) The matters (other than any financial charges) contained or referred to in the registers of title number SY371830 dated 26th August 2025 and timed at 12:00:02;
- (vi) public requirements;
- (vii) all registered and unregistered interests falling within schedule 3 to the land Registration Act 2002 and all matters capable of registration as local land charges whether or not actually requested and such other unregistered interests as may affect the Property to the extent that and for so long as they are preserved by schedule 12 to the Land Registration Act 2002;
- (viii) all matters which are overriding interests;
- (ix) all notices served and orders, demands, proposals or requirements made by any local or any public authority after the date of this agreement;
- (x) all actual or proposed orders, directions, notices, charges, restrictions, conditions, agreements and other matters arising under any statute affecting the Property;
- (xi) all easements quasi-easements rights exceptions or other similar matters including rights of way drainage water watercourses light rights of adjoining owners affecting the Property respectively and liability to repair or covenants to repair roads pavements paths ways passages sewers drains gutters fences and other like matters whether or not apparent on inspection or disclosed in any of the documents referred to in this agreement and without any obligation on the Owner to provide evidence of the creation of or to be defined or apportioned any such liability;
- (xii) matters discoverable by inspection of the Property before the date of this agreement;
- (xiii) matters relating to the Property about which the Seller does not know;
- (xiv) matters disclosed or which would be disclosed by any searches or as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Buyer or which a prudent buyer ought to make

Deposit (see CONDITION G2)

10% of the PRICE to be held by the SELLER'S conveyance as stakeholder for the SELLER.

Insurance (see CONDITION G3)

The SELLER will continue to insure the Property and the BUYER must pay a fair and reasonable proportion of the same.

Title (see CONDITION G4)

New Leasehold Title to be granted

Registered or unregistered?

The freehold title is registered at Land Registry Durham office with title absolute under title number SY371830 the new leasehold title granted to the BUYER pursuant to the Draft Lease will be granted out of this freehold title

Title guarantee (see CONDITION G4.3)

Full title guarantee, subject to CONDITION G4.3.

Transfer (see CONDITION G5)

N/A as a new leasehold title will be issued. A copy of the form of Draft Lease has been made available prior to the AUCTION.

Agreed completion date (see CONDITION G6.1)

6 Weeks from the contract date

Interest rate (see CONDITION G10)

4% over Barclays Bank base rate from time to time.

Arrears (see CONDITION G11)

N/A

VAT (see CONDITIONS G14 and 15)

VAT does not apply as the SELLER has not opted to Tax

Capital allowances (see CONDITION G16)

N/A

Maintenance agreements (see CONDITION G17)

N/A

TUPE (see CONDITION G20)

N/A

Environmental (see CONDITION G21)

CONDITION G21 does apply and see addendum.

Warranties (see CONDITION G25)

There are no available warranties.

Amendments to the GENERAL CONDITIONS

None save for as uploaded with the pack.

Extra special conditions

- (i) The Draft Lease is to be in the form made available prior to the AUCTION.
- (ii) If the Seller's Solicitor shall serve a Notice to Complete upon the BUYER in consequence of the BUYER failing to complete, then the BUYER shall forthwith pay a contribution to the legal costs of the SELLER of £500.00 plus VAT.
- (iii) The BUYER is to pay the SELLER a contribution towards the selling costs of the SELLER of 2% (inclusive of VAT) of the sale PRICE of the LOT.
- (iv) The BUYER is to reimburse the SELLER on Completion for the cost of the searches which are £750.39 inclusive of VAT.
- (v) Title having been deduced and copies of the Title provided and deemed to have been inspected by the BUYER prior to the date of this AUCTION the BUYER shall raise no requisitions or objections thereto.
- (vi) In relation to the contents the LOT is sold as seen.