

Commercial Property Standard Enquiries

SCR (version 1.0)

Solicitor's completion requirements

SCR consists of:

- Particulars.
- Notes.
- Conditions of use.
- Requirements 1-4 and Schedules 1 and 2

PARTICULARS

Seller:

Buyer:

Property:

Transaction:

Seller's solicitors:

Buyer's solicitors:

Date:

NOTES

1. This form is designed for use with pre-contract enquiries in form CPSE.1 General pre-contract enquiries for all commercial property transactions and deals with arrangements for completion as between solicitors. The information and notes given at the beginning of CPSE.1 apply as far as appropriate to these requests and to their replies.
2. The terms defined in the Particulars to CPSE.1 have the same meaning in this form, save that 'we' refers to the Buyer's solicitors and 'you' refers to the Seller's solicitors and the following interpretation also applies:

Lease: means the lease proposed to be granted by the Seller to the Buyer or, as the case may be, the lease under which the Property is held and which is to be assigned by the Seller to the Buyer.

Tenancy Documents: refers to the Lease (or, where the Transaction is the sale of a property subject to tenancies, the instrument creating each tenancy), and to any of the following that relate to it: charges, mortgages, surrenders, variations, side letters, undertakings, applications, consents, memoranda, registrations, notices, rent deposit deeds, orders, guarantees, concessions, franchise agreements, counsel's opinions, and arbitrators' or experts' decisions.

CONTENTS

	Page
Completion Requirements.....	5
1. Completion by post	5
2. Completion statement.....	5
3. Undertakings	5
4. Confirmation	6
Schedule 1	6
Schedule 2.....	6

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COMPLETION REQUIREMENTS

1. COMPLETION BY POST

1.1 We wish to complete by post. Please confirm:

- (a) you will adopt the current Law Society's Code for Completion by Post;
- (b) the mortgages and financial charges listed in Schedule 1 to this form are those specified for the purpose of paragraph 3 of the Code; and
- (c) you will mark the copies of those documents listed in Schedule 2 to this form (the originals of which are not to be handed over on completion) as examined against the originals.

1.2 If you will not be adopting the Law Society's Code for Completion by Post, please provide copies of the following authorities:

- (a) from the Seller authorising you to receive the purchase money; and
- (b) from the proprietor of each mortgage or other financial charge listed in Schedule 1 to this form authorising you to receive the sum needed to repay it.

1.3 If you will not be adopting the Law Society's Code for Completion by Post, please confirm that you will act as our agent (without fee) in marking the copies of those documents listed in Schedule 2 to this form (the originals of which are not to be handed over on completion) as examined against the originals.

2. COMPLETION STATEMENT

Please supply a completion statement, showing how any apportionments have been calculated.

3. UNDERTAKINGS

3.1 In relation to each of the mortgages and financial charges listed in Schedule 1 to this form will you:

- (a) hand over DS1 (or DS3, as the case may be) on completion;
- (b) be giving an undertaking for DS1 (or DS3, as the case may be); or
- (c) be giving an undertaking for an END?

3.2 Where an undertaking will be given, please provide a draft for our approval.

4. CONFIRMATION

Please confirm that the Seller is not aware of anything which would change or make incorrect the reply given to any pre-contract enquiry.

SCHEDULE 1

MORTGAGES AND FINANCIAL CHARGES TO BE DISCHARGED ON COMPLETION

SCHEDULE 2

TITLE DOCUMENTS THE ORIGINALS OF WHICH WILL NOT BE HANDED OVER ON COMPLETION