

This is the style of Offer specified in the Deed of Declaration by Ross Alexander MacKay and Others dated 23<sup>rd</sup> June 2009.

Dear Sirs

For the purposes of this offer and the Combined Standard Clauses (2009 Edition) aftermentioned:

**The Purchaser** means [Click here] residing at [Click here]

**The Property** means [Click here] together with any garden, carport, garage, parking space and/or outbuildings pertaining thereto and all other parts and pertinents.

The **Price** is [Click here] POUNDS STERLING (£[Click here] ), and

The **Date of Entry** shall be [Click here] or such other date as may be mutually agreed in writing.

The Purchaser hereby offers to purchase from your client (hereinafter referred to as "the Seller") the Property at the Price and upon the conditions contained in the Combined Standard Clauses (2009 Edition) specified in the Deed of Declaration by Ross Alexander MacKay and Others dated ( ) and registered in the Books of Council and Session for preservation on ( ) both 2009, and upon the following further conditions:-

- (First) The Price will include the following additional items (if any): [Click here]
- (Second) This offer unless earlier withdrawn is open for verbal acceptance by 5pm today with written acceptance reaching us no later than 5pm on the fifth working day following the date of this offer and if not so accepted shall be deemed to be withdrawn.
- (Third) This offer and any contract to follow hereon are entirely conditional upon (a) a satisfactory survey report and (b) a satisfactory valuation report being obtained by the Purchaser in respect of the Property. The Purchaser and his lenders shall be the sole judges as to what constitutes satisfactory reports.
- (Fourth) If the transaction following on from this offer is ARTL compatible (and provided that the Seller's Solicitors are registered under ARTL) it will proceed under ARTL. Neither the Purchaser's Solicitors nor the Seller's Solicitor will withdraw from using ARTL during the progress of the transaction without good cause and without giving reasonable prior notice to that effect to the other Solicitor. The following definitions apply to this clause:-

"ARTL" means the computer system provided by the Registers of Scotland to enable the creation of electronic documents and the electronic generation and communication of an application for registration of an interest in land in the Land Register of Scotland and the automated registration of that interest;

"ARTL compatible" means in respect of a transaction one which is capable of being processed under ARTL as being of a kind and falling within a geographical area approved by the Registers of Scotland for such processing.

Yours faithfully

NB: Optional clause (Fifth) for Edinburgh agents:

- (Fifth) In the event that any of the windows within the Property have been altered or replaced within ten years of the Date of Entry, written confirmation from a Local Authority, qualified architect or other approved third party will be delivered at settlement confirming that such replacement windows comply with building and planning regulations as at date of installation.