

## SCHEDULE 2

### PRE-COMPLETION TRANSACTIONS

#### PART 3

##### PRE-COMPLETION TRANSACTIONS WHICH ARE FREE-STANDING TRANSFERS

###### *Free-standing transfers: consideration and substantial performance*

- 13 (1) This paragraph applies where the pre-completion transaction is a free-standing transfer.
- (2) If the transferee acquires the subject-matter of the free-standing transfer, the consideration for the transaction giving effect to that acquisition is taken to include the consideration given for the free-standing transfer (if that would not otherwise be the case).
- (3) References in sub-paragraph (2) to an acquisition include an acquisition treated as having taken place by virtue of section 10(4) (and the reference to the transaction giving effect to that acquisition is to be read accordingly).
- (4) An action taken by the transferee (or an assignee of the transferee) that would, if taken by the original buyer, constitute (for the purposes of section 14(1)) the taking of possession of the whole or substantially the whole of the subject-matter of the original contract is treated as being the substantial performance of the original contract.
- (5) If a transaction that is a free-standing transfer in relation to a contract is also a free-standing transfer in relation to another contract (in particular, where there have been successive free-standing transfers), each of those contracts is to be regarded as “the original contract” for the purposes of separate applications of sub-paragraph (4).
- (6) In sub-paragraph (4)—
- (a) the reference to the transferee includes a person connected with the transferee, and
  - (b) the reference to an assignee of the transferee—
    - (i) is to a person who, as a result of a transaction that is an assignment of rights in relation to the free-standing transfer, is entitled to call for a transfer of the whole or part of the subject-matter of the free-standing transfer, and
    - (ii) includes a person connected with such a person.