



ROBERT BARBER SOLICITORS
Contract for the Sale and Purchase
(Incorporating the Fifth Edition Standard Conditions of Sale)

Date	2019
Seller	Behmor LTD (Company number 11645237) Registered to 265 Loughborough Road, West Bridgford, Nottingham, United Kingdom, NG2 7EG
Buyer	
Property (Freehold/Leasehold)	167 Collingwood Court, Marlborough Park, Washington, NE37 3EF
Title No/ Root of Title	TY253018
Incumbrances	All matters contained or referred to in the property and charges registers of the above mentioned title with the exception of any entry intended to secure money
Title Guarantee	Full Title Guarantee/ Limited Title Guarantee
Completion Date	
Contract Rate	4% per annum above National Westminster Bank Plc base rate from time to time in force
Purchase Price	£
Deposit	£
Contents Price	£
Balance	£

The Seller will sell and the Buyer will buy the Property for the Purchase Price

WARNING:	SIGNED:
This is a formal document designed to create legal rights and legal obligations. Take advice before signing it.	
	Seller/Buyer

<u>FOR CONVEYANCER'S USE ONLY</u>	
<i>Time of Exchange:</i>am/pm
<i>Law Society Formula:</i>	A / B / C / Personal Exchange
<i>Seller's Conveyancer.....</i>	
<i>Buyer's Conveyancer.....</i>	

SPECIAL CONDITIONS

- 1 (a) This Contract incorporates the Standard Conditions of Sale (Fifth Edition).
- 1 (b) The terms used in this Contract have the same meaning when used in the Standard Conditions.
- 2 Subject to the terms of this Contract and to the Standard Conditions of Sale the Seller is to transfer the property with either full title guarantee or limited title guarantee as specified on the front page.
- 3 The sale includes the items which are shown as included in the sale on the attached Fittings and Contents list but not the items shown as excluded from the sale.
- 5 Neither party can rely on any representation made by the other unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness
6. Condition 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 1pm rather than 2pm
7. Auction House Agents and Auctioneers for the Seller reserve the right to bid at the Auction in such manner as they may think proper
8. Copies of this Contract, the particulars of Sale, the title to the Property and search results having been made available for inspection by the Buyers prior to the date of Auction, the Buyer shall be deemed to purchase with full knowledge thereof and shall not be entitled to raise any enquiries or requisitions thereon
9. The deposit shall be held by either the Auctioneer or the Seller's Solicitor as agent for the Seller

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RESERVE PRICE

Unless otherwise stated the Property is subject to a reserve price and the Seller reserves the right to bid up to the reserve price personally or through the Seller's agent at the auction

DEPOSIT

A deposit the higher of 10% of the Purchase Price or five thousand pounds shall be paid upon the date of the auction by the Buyer to the Auctioneers as stakeholder

The Buyer shall produce such evidence as the Auctioneers may reasonably require as to the Buyer's identity and credit worthiness

If a cheque given as a deposit is dishonoured upon first presentation or if the Buyer fails to pay a deposit within one hour after the acceptance of his bid the Seller may if he

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so chooses and without obligation to notify the Buyer treat the conduct of the Buyer as a repudiation of the contract and the Seller may resell the Property without notice and or do all other acts and deeds available to him as a consequence of the Buyer's conduct but without prejudice to any claim he may have against the Buyer in contract tort or otherwise

The Auctioneers reserve the right to hold the part of the Agreement signed on behalf of the Seller until the Buyer's cheque for the Deposit payable by him has been cleared

AUCTIONEERS

The Auctioneers are Auction House North East of Metropolitan House, Longrigg Road, Salwell, NE16 3AS

The Auctioneers reserve the right to regulate the bidding and to refuse to accept any bid or bids (without giving any reason for such refusal) in their sole absolute discretion

In the event of any dispute on bidding the Auctioneers decision shall be final

The Auctioneers as agents and auctioneers for the Seller reserve the right to bid on the Seller's behalf at the auction in such manner as they may think proper

The Auctioneers shall be under no financial liability to the Buyer or anyone deriving their interest through or under the Buyer in respect of any matters arising out of auction or the Particulars of Sale or these Special Conditions of Sale

Upon the date of auction (and within one hour after acceptance of his bid) the Buyer shall pay the Deposit in addition to the Auctioneer's fee such charge is to be paid separately, or added to the Deposit.

THE CONDITIONS

The Property is sold subject to the Common Auction Conditions in so far as they are not varied by or inconsistent with the conditions of this Agreement

TITLE

The Seller's title to the Property is being registered at the Land Registry with absolute title with the title number specified in the Particulars

Title having been deduced prior to the date of the auction (as the Buyer acknowledges) the Buyer shall be deemed to purchase with full and complete knowledge of the title and shall not raise any objections or requisitions in relation to it

POSSESSION

The Property is sold subject a rolling Assured Shorthold Tenancy between (1) Morshedizadeh (director of Behmor Ltd) and (2) John Gilroy

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TITLE GUARANTEE

The Seller sells with full title guarantee

The covenant to be implied by Section 2(1)(b) of the 1994 Act shall be amended by deleting the words "his own cost" and substituting the words "the cost of the person to whom he disposes of the property" and the terms of the variation shall be as set out in the Transfer

Section 6(2)(a) of the 1994 Act is to be construed as if all entries in any registers open to public inspection are within the actual knowledge of the Buyer notwithstanding Section 6(3) of the 1994 Act

MATTERS AFFECTING THE PROPERTY

The Property is sold subject to and where appropriate together with the benefit of all rights easements covenants agreements conditions exceptions reservations stipulations rights and all other deeds documents and matters contained mentioned or referred to in the Documents (if any) insofar as they still subsist and are capable of being enforced and relate to the Property whether or not the Buyer has inspected them

The Property is sold subject to the following:

- 1.1.1. all local land charges whether registered or not at the date of the auction and all matters capable of registration as local land charges whether or not actually so registered;
- 1.1.2. all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the auction;
- 1.1.3. all actual or proposed charges notices orders restrictions agreements conditions contravention or other matters arising under any enactment relating to the Town and Country Planning Acts;
- 1.1.4. all easements quasi easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement;
- 1.1.5. all charges drainage rates and other outgoings as may now affect or be charged on the Property;
- 1.1.6. any matters disclosed in the Documents;
- 1.1.7. any matters discoverable by inspection of the Property before the date of this Agreement; and
- 1.1.8. any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 and unregistered interests which override registered dispositions under Schedule 3 to that Act

The Buyer shall take the Property subject to and shall be responsible for complying with all lawful notices and or lawful requirements relating to the Property and made by a

SPECIAL CONDITIONS

competent authority person or body and whether served or intimated before or after the date of the auction

Notwithstanding anything contained or referred to in these Special Conditions of Sale or in the Particulars no representation warranty or condition (collateral or otherwise) is made or implied as to:

- 1.1.9. the state or condition of the Property or any part of it;
- 1.1.10. whether the Property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any similar matter affecting its use and occupation;
- 1.1.11. whether the Property is subject to any resolutions schemes developments orders improvement plans improvement notices or scheme sanitary notices or intimation notices or proposals under the Housing Act 1985

The Buyer shall be deemed to purchase the Property in all respects subject to such (if any) of the matters referred to in conditions 10.2 and 10.3 as affect it (whether or not he made any enquiry regarding these matters or any of them and neither the Seller nor the Auctioneers shall be required or bound to inform the Buyer of any of those matters (whether known to them or either of them or not)) and the Buyer shall not raise any requisition or make any objection in respect of any of those matters and neither the Seller nor the Auctioneer shall in any way be liable to the Buyer in respect of any of those matters or any failure to disclose any of those matters (it being solely the duty of the Buyer to satisfy himself at his own risk in respect of all of those matters)

VAT

The Seller confirms that it has not made an option to tax pursuant to paragraph 2(1) of schedule 10 of the Value Added Tax Act 1994 in relation to the Property and the Seller agrees that it will not make such an option on or before completion. If, solely as a result of a change in the law made and coming into effect between the date of this Agreement and completion, the sale of the Property will constitute a supply chargeable to VAT, the Buyer shall pay to the Seller on completion an additional amount equal to that VAT in exchange for a valid VAT invoice from the Seller

The Seller and the Buyer agree that (notwithstanding that the Buyer has an intention to use, refurbish or develop the Property for residential purposes) any option to tax with respect to the Property made or to be made by the Seller shall apply to any grant made by the Seller to the Buyer in relation to the Property, pursuant to the provisions of Paragraph 2 Schedule 10 Value Added Tax Act 1994, and the Buyer confirms that it intends to use the Property only for the purposes of making a zero-rated supply by virtue of Schedule 8 Group 5 item 1(b)

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COMPLETION

Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date

THE BUYER TO BE LIABLE AS PRINCIPAL

The Buyer shall be personally liable on making an accepted bid whether or not he purports to act as agent for a principal (and despite the Buyer purporting to sign the memorandum of contract in a representative capacity) provided that if the memorandum of contract is so signed the liability of the Buyer and the principal shall be joint and several and provided that an individual may bid on behalf of a company without incurring personal liability if: he has notified the Auctioneers before commencement of the Auction that he intends to bid on behalf of a company and of the identity of that company; and the Auctioneer accepts such bids

DISCLAIMER

The Buyer acknowledges that:

- 1.1.12. prior to making his bid he inspected the Property and that he made his bid and purchases the Property with full knowledge of its actual state and condition and accepts the physical boundaries of the Property as seen and if there is any discrepancy between any plan of the Property and the actual position of the boundaries on site the Buyer shall have no claim against the Seller
- 1.1.13. that he bid for the Property solely as a result of his own inspection and on the basis of the terms of these Special Conditions of Sale and the Particulars and not in reliance upon any representation or warranty (written oral express or implied) made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Conveyancers to any preliminary enquiries raised by the Buyer or the Buyer's Conveyancers prior to the auction) which replies were given subject to any terms and conditions upon which they were expressed to be given; and
- 1.1.14. that the agreement constituted by these Special Conditions of Sale and Particulars contain the entire agreement between the Buyer and the Seller

In connection with the sale of the Property it shall be the sole responsibility of the Buyer to satisfy himself before making a bid for the Property as to the accuracy of the Particulars

PRESUMPTIONS AS TO SEARCHES AND ENQUIRIES

The Buyer shall be deemed:

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to have made all local land charges searches and enquiries of the relevant local or other authorities which a prudent purchaser would normally make prior to entering into a contract to purchase real property;

to have knowledge of all matters which would have been disclosed by them; and
to purchase subject to all of those matters

PLANNING MATTERS

No objection shall be made or requisition shall be raised as to the permitted user of the Property for the purposes of the Planning Acts and the Buyer shall take the Property subject to all relevant matters under the Planning Acts including any contraventions and alleged contraventions of them or any of them

REIMBURSEMENTS

The Buyer will on completion reimburse the Seller the sum of Five Thousand Pounds for the cost of surcharges and preparation of the contract pack and plans for the auction. The buyer will be required to pay for all solicitors' legal costs and auction fees, which will be collected by the Seller's solicitor with the completion monies. All amounts will be recovered from the Buyer at completion. The buyer will be responsible for the service charge plus any outstanding council tax bills and any rent arrears.

ENVIRONMENTAL LIABILITY

It is agreed as follows:

1.1.15. the Buyer shall be responsible for identifying and taking appropriate measures to deal with any contaminating substances which may be present in, on or under the Property;

1.1.16. In the event of any statutory notice being served (whether on the Seller or the Buyer and whether before or after the completion of this Agreement) which relates to contaminating substances which are or have been present in, on or under the Property and which require any form of investigation, monitoring or remedial action, then as between the parties the sole responsibility for complying with that notice rests with the Buyer to the exclusion of the Seller;

1.1.17. If any enforcing authority carries out any investigation, monitoring or remedial action in relation to contaminating substances which are or have been present in, on or under the Property and wishes to recover its costs from either or both of the Seller or the Buyer then as between the parties the sole responsibility for those costs rests with the Buyer to the exclusion of the Seller and the Buyer shall keep the Seller fully and

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effectually indemnified against all and any liability in respect of such costs

These agreements are made with the intention that the enforcing authority serving the notice or (as the case may be) seeking to recover its costs shall give effect to the agreement pursuant to the statutory guidance issued under Part IIA of the Environmental Protection Act 1990 and pursuant to any similar guidance (whether statutory or non-statutory) issued in relation to other legislation under which similar responsibilities may be imposed. It is also intended that, in the absence of such guidance, this agreement should be borne in mind by enforcing authorities under any legislation under which similar responsibilities may be imposed, in considering how to exercise any discretion available to them or how to make any relevant determination

MERGER ON COMPLETION

The provisions of this Agreement shall not merge on completion of the transfer of the Property so far as they remain to be performed

RESTRICTION ON ASSIGNMENT

This Agreement is personal to the Buyer and shall not be capable of being assigned, mortgaged or charged. The Seller shall not be required to transfer the Property to anyone other than the Buyer nor at a price greater than the Purchase Price nor other than by one transfer of the whole of the Property

RISK IN DOCUMENTS

Any documents of title sent through the post or document exchange as a result of completion taking place other than by the Buyer's Solicitors attending at the Seller's Solicitor's offices shall be at the risk of the Buyer

RIGHTS OF THIRD PARTIES

A person who is not a party to this contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the law of England and Wales

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it

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Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement being served on it in accordance with the provisions of this Agreement relating to service of notices. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law

