

DATED

2020

LAURENCE MARIE MARGUERITE MAURER

and

AGREEMENT

relating to

42 LUMLEY ROAD WALSALL WEST MIDLANDS WS1 2LJ

**Pearman Smith
Solicitors
35 Lichfield Street
Walsall
West Midlands
WS1 1TJ
Tel: 01922 624164**

Ref: JVL/MG/5095/Convey/MaurerAgree/24/02/2020)

THIS AGREEMENT is made on

2020

BETWEEN

(1) **THE SELLER** : **LAURENCE MARIE MARGUERITE MAURER** of
49 Redland Road Malvern Worcestershire WR14 1LY

(2) **THE BUYER** :

1. In this agreement the following terms shall have the following meanings:

‘Buyer Solicitors’

‘Completion Date’ means 16th April 2020

‘Conditions of Sale’ means the Standard Conditions of Sale (5th Edition)

‘Contract Rate’ 4% per annum above the base rate from time to time of Barclays Bank Plc

‘Deposit’ means the sum of Pounds
(£)

‘Property’ means the freehold property known 42 Lumley Road Walsall West Midlands WS1 2LJ registered at HM Land Registry under the Title Number

‘Purchase Price’ means the Bid accepted by the Auctioneer in the sum of
Pounds (£)

‘Searches’ means the searches detailed at Clause 3.1.

‘Sellers’ Solicitors’ Pearman Smith Solicitors 35 Lichfield Street Walsall West Midlands WS1 1TJ Tel: 01922 624164 Fax: 01922 620708 Ref: JVL/MG/5095

‘Specified Incumbrances’ means all incumbrances including but not limited to covenants, conditions, restrictions, agreements and declarations, exceptions, reservations and matters that incumber the property which are mentioned or referred to in the Title Number

‘Title Number’ means Title Number SF70192 registered at HM Land Registry

2. The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this Contract
- 3.1. The Sellers title to the Property is registered at HM Land Registry with absolute freehold title under the Title Number. The Property is sold subject to the matters contained or referred to in the following documents which are available for inspection at the offices of the Sellers' Solicitors:
 - (a) Official Copies and Title Plan to the Title Number
 - (b) Local Search
 - (c) Drainage Search
 - (d) Mining Search
 - (e) Environmental Search
 - (f) Sellers Property Information Form
 - (g) Fittings and Contents Form
- 3.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it
- 3.3 Conditions 4.1, 4.2 and 4.3.1 do not apply to this Contract
4. The Seller sells with Full Title Guarantee
5. The purchase shall be completed on the Completion Date at the offices of the Sellers' Solicitors when the balance of the Purchase Price and all other monies due shall be paid to the Sellers' Solicitors
- 6.1. The Seller will sell the Property free from incumbrances other than:
 - (a) all local land charges whether registered or not before the date of this agreement and all matters capable of registration as local land charges whether or not actually so registered;
 - (b) 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 this agreement;
 - (c) all actual or proposed charges, notices, orders, restrictions, agreements, conditions or other matters arising under the enactments relating to town and country planning and environmental law;

- (d) all existing rights of any private supplier of services or any statutory undertaking relating to or affecting the Property or any part of it without any obligation on the part of the Sellers to define them;
 - (e) 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;
 - (f) the Specified Incumbrances;
 - (g) any matters discoverable by inspection of the Property before the date of this Contract;
 - (h) any matters which the Seller does not and could not reasonably know about;
 - (i) any matters disclosed or which would have been disclosed by the searches and enquiries which are prudent by or would have been made before entering into this Contract;
 - (j) any matters disclosed by the Searches;
 - (k) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 13th February 2020 under the Title Number;
 - (l) public requirements; and
 - (m) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 6.2. If there is any conflict or variation between information received from any competent authority relating to any matter and any statement made by or on behalf of the Seller in respect of the same matter the Buyer shall rely on the information received from the competent authority to the exclusion of that given by or on behalf of the Seller
- 6.3. The Buyer is deemed to have full knowledge of the matters referred to in Clause 6.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them
7. The Buyer admits that:
- 7.1. He has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands;
 - 7.2. He enters into this agreement solely as a result of his own inspection and on the basis of the terms of this agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller (except any representation or warranty contained in written replies given by the Sellers Solicitors to preliminary enquiries); and

- 7.3. this agreement contains the entire agreement between the parties
8. The Buyer acknowledges that before the date of this Contract the Seller has given the Buyer and others authorised by the Buyer permission and opportunity to inspect, survey and carry out investigations as to the condition of the Property and any fixtures and contents included in the sale. The Buyer has formed his own view as to the condition of the Property and any fixtures and contents included in the sale and their suitability for the Buyers purposes.
- 9.1. This Contract and any documents annexed to it constitute the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this Contract.
- 9.2. The Buyer acknowledges and agrees that entering into this Contract he does not rely on and shall have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Contract or not) other than is expressly set out in this Contract or any documents annexed to it or in written replies to written enquiries given by the Sellers Solicitors to the Buyers Solicitors before the date of this Contract. Nothing in this clause shall however operate or limit to exclude any liability for fraud.
- 10.1. This agreement shall not be assignable by the Buyer and for the avoidance of doubt the Seller shall not be obliged to transfer the Property to any person other than the Buyer
- 10.2. This agreement shall remain in full force and effect as regards any obligations which remain to be performed notwithstanding Completion of the purchase
11. The Conditions of Sale and the Auctioneers Conditions of Sale are incorporated in this agreement insofar as they are not varied by this agreement and where there is any conflict between them this agreement shall prevail
12. The Property is sold with vacant possession
13. The sale of the Property includes such fixtures and fittings as per the Fittings and Contents Form provided under Clause 3.1
- 14.1 On completion of this agreement the Seller shall hand to the Buyer Solicitors the following Searches
- (a) Local Search
 - (b) Drainage Search
 - (c) Mining Search
 - (d) Environmental Search

14.2 On Completion of this agreement the Buyer shall pay to the Seller the following additional sums. Such payments shall be a condition of Completion.

14.2.1 the sum of £401.00 for the official copies, Local, Drainage, Mining and Environmental searches; and

14.2.2 the sum of £480.00 as a contribution towards the Sellers legal costs; and

14.2.3 if the Buyer fails to complete on the Completion Date, £240.00 shall be payable as an additional contribution towards the Sellers legal costs in addition to the £480.00 mentioned above.

15. In the event that due to the Buyer's failure to complete upon the Completion Date the Sellers' Solicitors shall serve a notice to complete under the Conditions of Sale the Buyer shall pay on Completion (in addition to the balance of purchase monies and any other sums due to the Seller together with interest thereon) the sum of £125.00 plus VAT towards the Sellers' legal costs of and incidental to the preparation and service of the said notice

16. The transfer to the Buyer will contain:-

(a) a declaration as to the title guarantee with which the transfer is made as stated in this Contract;

(b) a provision that the disposition affected by this transfer is made subject to all the matters to which this Contract is made subject as set out in Clause 6.1; and

(c) a provision that all matters recorded at the date of the transfer in registers open to public inspection are deemed to be within the actual knowledge of the Buyer for the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding Section 6(3) of that Act

Signed by)
for and on behalf of the Seller)

Signed by)
for and on behalf of the Buyer)