

**AGREEMENT FOR SALE
(Incorporating the Common Auction Conditions and General Auction
Conditions)**

Agreement Date :
Seller : Stuart Adrian Biggin
Buyer : means the person who submits the highest bid
accepted by the Auctioneers
Property : 20 Chaffinch Close, Cannock (WS12 1UH)
Auctioneers :

Leasehold

Title number : SF176445
Incumbrances on the Property The Property is sold subject to entries contained or
referred to in the Registers of title number
except for entries of a financial nature (if any).
Title Guarantee Full Title Guarantee
Completion Date means fourteen (14) days after the date of the
auction sale but if that date is not a working
day, the first subsequent working day
Contract Rate The Law Society rate
Purchase Price means the amount of the successful bid
Deposit at the close of the sale the Buyer is to pay to the
Auctioneers as agents for the Seller a deposit of 10%
of the Purchase Price
Balance :

The Seller will sell and the Buyer will buy the Property for the purchase price.

WARNING

This is a formal document
designed to create legal rights
and legal obligations. Take
advice before using it.

SIGNED

Seller/Buyer

**At the close of the sale the Buyer is to sign a Memorandum in the form
annexed to these conditions**

SPECIAL CONDITIONS

- 1 (A) This agreement incorporates the Common Auction Conditions and General Auction Conditions (a copy of which is attached to this Agreement) so far as they are not varied by or inconsistent with these conditions.
- 1 (B) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
- 2 The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them.
- 3 The chattels on the Property set out on any attached list are included in the sale.
- 4 The Property is sold with vacant possession on completion.
- 5 The Buyer admits that he has inspected the Property and has entered into this Agreement solely on the basis of that inspection and not in reliance upon any representation whether written or oral or implied by or on behalf of the Seller as to any matter relating to the Property other than the conditions of this Agreement and this condition shall not merge nor be extinguished upon completion.
- 6 On completion the Seller will at the Buyers expense assign to the Buyer any cause of action relating to the property whatsoever that has accrued to the Seller as at the date hereof or shall accrue before completion.
- 7 Notwithstanding completion of this sale and purchase this Agreement shall remain in full force and effect insofar as any of its provisions remain to be performed or carried into effect.
- 8 The Property is sold subject to all or any matters proposals orders agreements resolutions notices or requirements made passed given or served by any competent Authority affecting the Property whether or not registered or capable of registration as a Local Land Charge.
- 9 If the Seller remains under a continuing liability in respect of restrictive or other covenants affecting the property then the seller will transfer the property with the title guarantee specified on the front page but the transfer is to contain a provision in the following terms:-

"The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants that he and the persons deriving title under him will observe and perform the covenants and conditions mentioned and referred to in the registers of title so far as the same are still subsisting and capable of being enforced and will indemnify and keep indemnified the Transferor from all actions claims and demands in respect of any future non-performance thereof"
- 10 The parties to this agreement do not intend that any of its terms will benefit or be enforceable by or on behalf of any person not party to it whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 11 The Buyer may not assign the benefit of the agreement for sale nor can the Seller be required to transfer the Property to anyone other than the Buyer
- 12 Due to either party's failure completion does not occur on the Completion Date, the party in default shall pay on completion (in addition to the balance of the purchase monies and any other sums due to the other party together with interest thereon) the sum of £100 plus VAT towards the other parties legal costs.
- 13 On completion the Buyer will pay to the Seller a contribution to the Sellers legal fees in the sum of £940.
- 14 Upon completion the Buyer is to reimburse the Seller for the Seller's costs associated with the sale of the Property in the sum of 1% + VAT of the Purchase Price, subject to a minimum of £1,500 + VAT, and the Buyer will accept the Seller's Completion Statement in this respect as evidence of the same without question, requisition or query with regard to the same.
- 15 The Buyer will be responsible for any ground rent and service charge for the Property which remains in arrears and unpaid at completion and which relates to any period prior to or post the Completion.
- 16 The Buyer shall not be entitled to require the Seller to provide evidence of any payment of ground rent or service charge or any other form or estate management/maintenance charge at completion.
- 17 Title to the Seller having been deduced to the Buyer or the Buyer's solicitors prior to the date hereof the Buyer shall take with full knowledge of the same and shall raise no requisition or objection thereto. The Buyer shall not be entitled to delay completion on the grounds that the Seller's title has not been registered and the Buyer shall accept the Seller's entitlement to be registered by production of the registered title and the executed TR1 showing the Seller as the Transferee and the Buyer shall raise no requisitions whatsoever regarding this and the Seller shall not have to produce any other documents whatsoever regarding this. The relevant standard conditions of sale shall be amended accordingly.

Sellers' Conveyancers:- Wilsons Solicitors, 20 The Grove, Ilkley, Leeds, LS29 9EG

Buyers' Conveyancers:-

MEMORANDUM OF SALE BY AUCTION

Date

Property:

Lot Number:

Seller:

Buyer:

Buyer's address

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As agent for

Principal's address

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Buyer's solicitors

Solicitor's address

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Purchase price

Deposit

The Buyer acknowledges that at the auction sale by
he purchased on his own behalf and on behalf of any principal mentioned above the
Property described in the attached particulars of sale at the Purchase Price and on the
terms of the conditions of sale

SIGNED by
on behalf of the Seller

SIGNED by or on behalf of the Buyer
(and on behalf of any principal
mentioned above)