

LOT number _____

Name and address of the seller

Michael John Traynor of Priory Cottage, Upton Road, Prenton. CH43 7QF

Name, address and reference of the seller's conveyancer

Formby Law Limited, Marion House 23/25 Elbow Lane Formby Liverpool L37 4AB

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Ref: SW.TRA042.0020.MO

Brief description of the lot

106 Rodney Street, Birkenhead. CH41 2SB

Registered at HMLR with title absolute under title number

Rights sold with the lot (see condition G1.1)

None

Exclusions from the sale (see condition G1.1)

None

Reservations to the seller (see condition G1.1)

None

Vacant or let? (see condition G1.2)

One flat vacant and one flat tenanted registered at HM Land Registry with Title Absolute under title number MS604724

What the sale is subject to (see condition G1)

The matters set out in the **general conditions** as varied by the **special conditions** and **extra special conditions** and all matters referred to within the registers of the above mentioned **title number** (other than financial matters) so far as they still exist and affect the property

Deposit (see condition G2)

10% of the **price** to be held as agent for the **seller**

Insurance (See condition G3)

The **seller** is to have no obligation to insure the lot after the **contract date**

Title (see condition G4)

Freehold MS604724

Registered or unregistered?

Registered at HM Land Registry with title absolute under title number MS604724

Title guarantee (see condition G4.3)

The Seller is selling the Property with full title guarantee

Transfer (see condition G5)

The prescribed form of **transfer** is annexed

Agreed completion date (see condition G6.1)

Completion shall take place four calendar weeks after the Contract Date (or the first working day thereafter)

Interest rate (see condition G10)

5% over Barclays Bank PLC base rate from time to time

Arrears (see condition G11)

N/A

VAT (see conditions 14 and 15)

The seller has not made a **VAT election**

Capital allowances (see condition G16)

There are none

Maintenance agreements (see condition G17)

There are no maintenance agreements

TUPE (see condition G20)

There are no employees to which **TUPE** applies

Environmental (see condition G21)

General condition 21 (Environmental) applies.

Warranties (see condition G25)

There are no available warranties

Amendments to the general conditions

The following conditions replace the **general conditions** of the same number:

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- 1.1 **General condition** G1.4(g) shall be deleted and replaced by:
"anything that is an unregistered interest, being any unregistered interests which override registered dispositions under Schedule 3 of the Land Registration Act 2002 ("LTA 2002") and such unregistered interests as may affect the **lot** to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the LTA 2002."
- 1.2 **General condition** G1.6 shall be deleted.
- 1.3 The following shall be added to the end of **general condition** G3.1(b) "unless the renewal date occurs and the insurer refuses to renew".
- 1.4 The following shall be added to the end of **general condition** G3.1(e) "who shall give appropriate credit to the relevant tenants or other relevant third parties for such refunded premium as is paid to it by the **seller**".
- 1.5 In **general condition** G4.1 the words "except in relation to any matter following the **contract date**" shall be deleted.
- 1.6 **General Condition** G4.2(b) the words "if the **lot** is registered the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, all of the documents subject to which the **lot** is being sold" shall be replaced with the words "not used"
- 1.7 In **general condition** G5.2 the words "or any **documents**" shall be added after "or a **tenancy**"
- 1.8 In **general condition** G6.3(a) after the word "account" the following shall be added:

"held at the BARCLAYS BANK PLC Lord Street Southport , Sort Code 20-80-33 Client Account Number 33519562 (ref:SW.TRA042.0020). The payment is to be treated as paid to the **seller** at any time it is received into that bank account."
- 1.9 A new **general condition** G6.7 shall be added as follows:

"on **completion** the **buyer** shall refund to the **seller** the cost of all local authority and other searches and Land Registry official copy entries incurred by the **seller** in connection with the sale of the **lot**."
- 1.10 a new **general condition** G7.5 shall be added as follows:

"If the **seller's** solicitors serve a notice to complete on the buyer in accordance with the **sale memorandum** then the **buyer** shall pay to the **seller's** solicitors costs including VAT and disbursements incurred in serving such notice and for recalculation of the completion statement."
- 1.11 In **general condition** G10.1 the words "(less any deposit paid)" shall be deleted
- 1.12 In **general condition** G12.3 the words "consult the **buyer** on" shall be deleted and replaced with the words "notify the **buyer** of"
- 1.13 The following additional conditions shall be added to **general condition** G15.3:
 - (e) The **buyer** is not party to the **sale memorandum** as a trustee or nominee or agent for any other person

Amendments to the general conditions (continued)

- (f) The **buyer** has not made and does not intend or expect to make any grants of the lot or any part of it which are or will be exempt for **VAT** purposes

1.14 **General condition** G17 is deleted and replaced with:

"on **completion** the **seller** shall be entitled to terminate all existing contracts (if any) relating to the maintenance and service works in respect of the lot or any part of the lot with effect from the date of actual **completion** and the **buyer** must make its own arrangements with regard to such matters following **completion**."

Extra special conditions

1 **Money laundering regulations**

If the **seller** or the **seller's** solicitors receive monies payable under the **contract** from an offshore institution that is not regulated by the European Community Directive on the Prevention of the use of the Financial System for the Purposes of Money Laundering (19/308/EEC), the recipient is not obliged to accept the payment; such payment may be treated as payment not made in accordance with the **contract**

2 **Condition of the lot**

2.1 The **buyer** acknowledges that:

- 2.1.1 it has had full opportunity to inspect, survey, and investigate the condition of the lot;
- 2.1.2 with respect to the contents of any report, plan and other written material or information wither disclosed to it and/or orally communicated to it by the **seller** both as to the condition of the lot and as to the nature and effect of any remedial work which has been carried out:
- 2.1.2.1 it relies on it at its own risk; and
- 2.1.2.2 no warranty is given, or represented as to its accuracy is made by the **seller**;
- 2.1.3 the price paid takes into account the risk to the **buyer** from the condition of the lot;
- 2.1.4 it has satisfied itself as to the condition of the lot including the presence in or under the lot of Hazardous Substances as defined in **general condition** G21.3 as amended by Extra Special Condition 5.

3 **Identity of the occupiers**

The **seller** gives no warranty as to the identity of the party or parties in actual occupation of the lot and the **buyer** shall take subject to all rights of occupation affecting the lot, whether authorised by the **seller** or otherwise.

4 **Jurisdiction**

- 4.1 the **sale memorandum** and subsequent **transfer** of the lot shall be governed by and interpreted in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 4.2 If the **buyer** is a company not registered in England and Wales or an individual not a citizen of the European Union, then:
- 4.2.1 the **buyer** will instruct a firm of solicitors in England and Wales to accept service of all notices and legal proceedings concerning or arising out of the **sale memorandum** and all documents relating to it, and service on such firm shall be deemed as good service on the **buyer**, and;

Extra special conditions (Continued)

- 4.2.2 on **completion** the **seller** may (but is not obliged to) require the **buyer** to provide a written legal opinion of a lawyer from the country or state in which the **buyer** is registered confirming the legal status and capability of the **buyer** to take a **transfer** of the **lot** and otherwise containing such statements and declarations as to the **buyer's** legal capacity as the **seller** may reasonably believe require.

5 **Bribery**

- 5.1 In this Extra Special Condition "**Anti-Corruption Laws**" means:

5.1.1 the United Kingdom Bribery Act 2010 (or any re-enactment or modification of such Act) ("the BA 2010");

5.1.2 any and all anti-corruption and/or anti-bribery laws and regulations now or from time in force in any jurisdiction which may be applicable to the respective parties to, or the terms or implementation of, this contract or any agreement to be entered into pursuant to this contract;

- 5.2 The **buyer** warrants and undertakes that neither it nor any of its officer or employees, has done, or permitted to be done, or will do or permit to be done, anything which:

5.2.1 is in breach, or is likely to have been in breach, of any **Anti-Corruption Laws**; or

5.2.2 will result, or is likely to result, in the seller being in breach of any **Anti-Corruption Laws**.

6 **Costs and Disbursements**

- 6.1 Upon completion the Buyer will reimburse the Seller the following:-

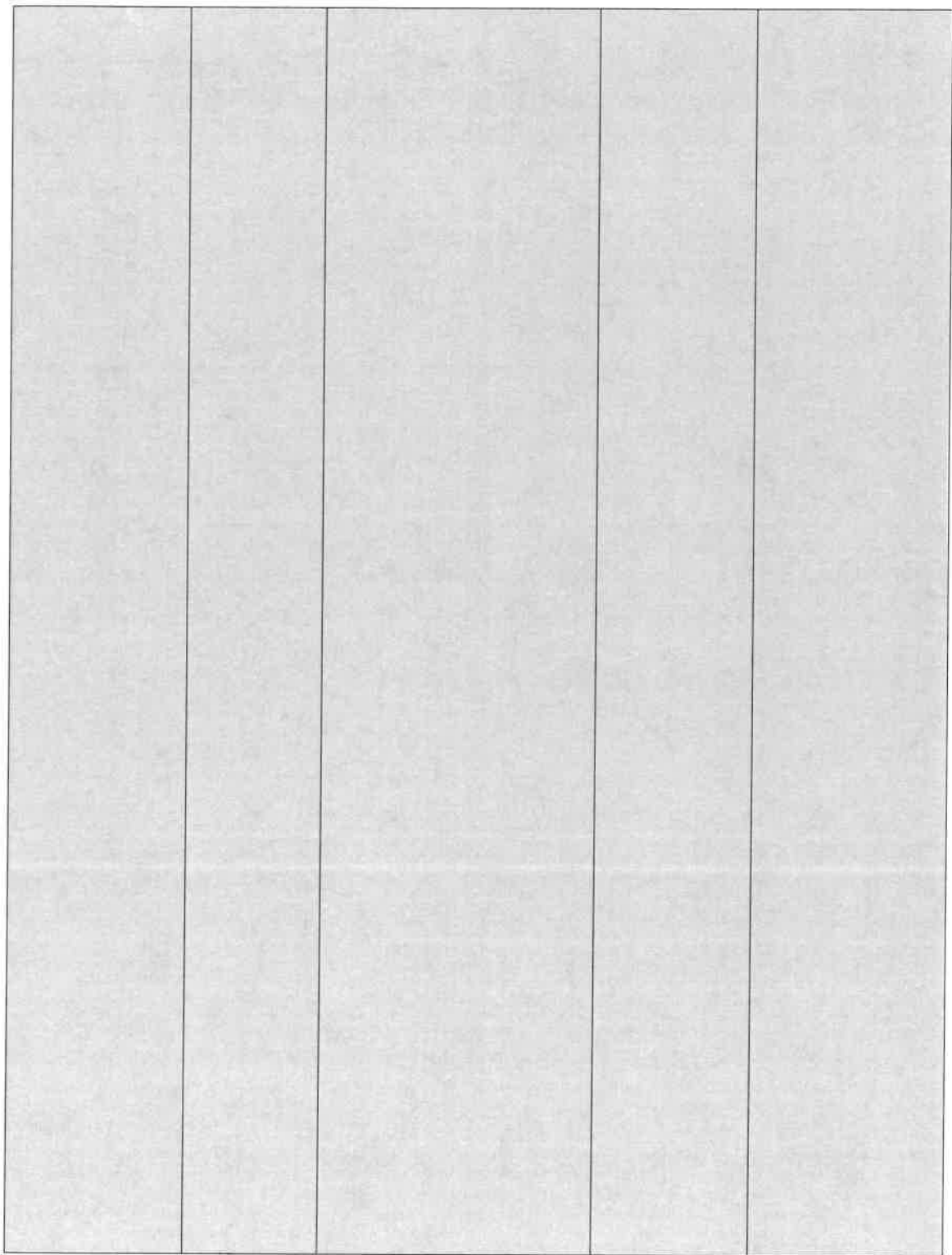
6.1.1 Any expenses incurred in obtaining searches or Land Registry documentation for inclusion within the Auction Pack.

6.1.2 A contribution of £450.00 plus VAT to the legal fees incurred by the Seller.

1.1 *Tenancy schedule*

The lot is sold subject to and with the benefit of the **tenancies** listed below:

Property	Date	Original landlord and tenant	Current tenant	Term current rent



Sale memorandum

Date

Name and address of **seller**

Michael John Traynor

Name and address of **buyer**

The **lot**

The **price** (excluding any VAT)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**.
This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit _____

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

