

DATED

2023

AUCTION CONTRACT FOR THE SALE OF FREEHOLD LAND

at

58 WHITBY ROAD ELLESMERE PORT CH65 8AE

BETWEEN

CURZON PARK PROPERTIES LIMITED

AND

[]

THIS CONTRACT is dated

2023

PARTIES

- (1) **Curzon Park Properties Limited** of The Plaza, 100 Old Hall Street, Liverpool, Merseyside, L3 9QJ (CRN : 08420566 (**Seller**)).
- (2) **(Buyer)**.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

Auction House : Smith & Sons of 51/52 Hamilton Square, Birkenhead, Wirral, CH41 5BN

Buyer's Conveyancer:

Completion Date:

Conditions: the Common Auction Conditions (Fourth Edition) and **Condition** means any one of them.

Contract Rate: 4% per annum above the base rate from time to time of Barclays Bank plc.

Deposit: £

Property: the freehold property at 58 Whitby Road, Ellesmere Port, CH65 8AE and registered at HM Land Registry with title absolute under title numbers CH160947

Purchase Price: £

Seller's Conveyancer: Taylor Brown Solicitors, 78 Whitby Road Ellesmere Port CH65 0AA (Reference: MT/CV199).

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Clause headings shall not affect the interpretation of this contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax but not email. A notice or document delivered under this contract shall not be validly given or delivered if sent by email
- 1.9 References to clauses are to the clauses of this contract.

2. SALE AND PURCHASE

The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract together with VAT

3. CONDITIONS

- 3.1 The Conditions are incorporated in this contract so far as they:
- (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The Buyer will pay to the Auction House the sum of £1,200.00 by way of an administration fee payable on the date of this agreement.

4. INSURANCE

- 4.1 The Seller will ensure that any policy effected by or for the Seller and insuring the Property or any part of it against liability for loss or damage will continue in force until completion of this contract.

5. DEPOSIT

- 5.1 The Deposit payable by the Buyer will either be the sum of £10,000 if the agreement is entered into online, or otherwise 10% of the Purchase Price.

5.2 After the Deposit Balance has been paid it shall be treated as forming part of the Deposit for all purposes of this contract.

6. DEDUCING TITLE

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 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.

7. TITLE GUARANTEE

7.1 The Seller will transfer the Property with full title guarantee

8. MATTERS AFFECTING THE PROPERTY

8.1 The Seller will sell the Property free from incumbrances other than:

- (a) any matters discoverable by inspection of the Property before the date of this contract;
- (b) any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent Buyer would have made before entering into this contract;
- (c) public requirements;
- (d) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002

8.2 The Buyer is deemed to have full knowledge of the matters referred to in clause 8.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

9. COMPLETION

9.1 Completion will take place on the Completion Date.

10. DELAYED COMPLETION

10.1 If completion does not take place on the Completion Date in accordance with this contract due to any reason except the Seller's default, the Buyer shall pay to the Seller on actual completion:

- (a) the sum of £250 in respect of the reasonable costs of the Seller's Conveyancer of preparing and serving any notice to complete lawfully served under Condition G7.

10.2 The provisions of this clause 12 are without prejudice to any other rights of the parties in relation to any delay in completion.

11. BUYER'S ACKNOWLEDGEMENT OF CONDITION

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, the 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 Buyer's purposes.

12. ENTIRE AGREEMENT

12.1 This contract and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

12.2 The Buyer acknowledges that in entering into this contract and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those set out in this contract or the documents annexed to it.

13. GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

This contract has been entered into on the date stated at the beginning of it.

Signed on behalf of Seller

Signed by Buyer

.....