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**CONTRACT**

**(INCORPORATING THE COMMON AUCTION CONDITIONS OF SALE (FOURTH EDITION))**

- 1.) Agreement Date :
  
- 2.) Seller : Lucy Claire Atwill of 87-89 Mutley Plain,  
Plymouth, PL4 6JJ as Executor for Elaine  
Winifred Reid
  
- 3.) Buyer :
  
- 4.) Property (Leasehold) : 6 Beresford Street, Plymouth, PL2 3AJ
  
- 5.) ~~Root of Title~~/Title Number : DN104347
  
- 6.) Incumbrances on the Property : All those matters referred to in Special Condition  
10
  
- 7.) Title Guarantee : Limited title guarantee
  
- 8.) Completion date : 8 weeks from the date of this Contract or earlier  
by mutual agreement between the parties
  
- 9.) Contract Rate : The Law Society Rate from time to time
  
- 10.) Purchase price : £
  
- 11.) Deposit : £
  
- 12.) Contents Price : £
  
- 13.) 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

## **SPECIAL CONDITIONS**

1. Common Auction Conditions
  - (a) This Agreement incorporates the Common Auction Conditions of Sale Fourth Edition ("the Conditions"). Where there is a conflict between the Conditions and this Agreement this Agreement prevails.
  - (b) Terms used or defined in this Agreement have the same meaning when used in the Conditions
2. The Seller shall be under no obligation to execute any assurance of the Property in favour of any person other than the Buyer.
3. General Condition G4.3(b) shall not apply.
4. General Condition G4.3 shall include the following additional clauses:
  - (b) "such title shall be varied by the inclusion of the following clauses:
    - (i) The covenants implied under Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act" are varied by the deletion of the words "at his own cost " and the substitution of the words "at the cost of the Transferee"
    - (ii) The covenants implied by section 2, 3(1) and (2), 4 and 5 of the 1994 Act shall be limited in time to the disposition of the Property by the Purchaser and Rule 77(A) of the Land Registration (Implied Covenants of Title) Rules 1995 shall be varied accordingly.
    - (iii) In the case of leasehold land covenants implied by Section 4 of the 1994 Act shall be further limited so that such covenant shall not extend to any breach of covenant or other provision in the registered lease relating to the state and condition of the land thereby transferred.
5. The Property is sold with vacant possession on completion unless another Special Condition states otherwise.
6. General Conditions G5.1(a) and G5.1(b) shall not apply.
7. General Condition G7 shall contain the following clause:
  - 7.5 "If the Buyer should fail to complete on the completion date and the Seller serves notice to complete the Buyer shall pay to the Seller the sum of £200.00 plus VAT towards to the cost of preparation and service of the completion notice and recalculation of the completion figures"
  - 7.6 "If the Buyer should fail to complete on the completion date and the Seller serves notice to complete, in addition to the sum mentioned in condition 7.5, the Buyer shall pay to the Seller an additional interest charged at 15% per annum representing a contribution towards the costs incurred by the Seller in connection with fees associated with finance costs."

8. A new General Condition G30 shall be deemed included as follows:-

“G30 The Buyer hereby acknowledges that the Property has had various previous uses and may be contaminated or otherwise be in a state which does not comply or which in future may not comply with any statutory obligations. The Property is sold in its actual condition and the buyer has been afforded the opportunity of carrying out any survey or inspection and is aware that the Seller gives no warranty as to the state and condition of the Property or its suitability for any future use and that the price reflects the state and condition of the Property and the Buyer agrees as follows:

- (a) The Seller shall not be liable for the state and condition of the Property and the Seller shall not be liable for loss damage or injury of any kind arising from any defect in the Property and all warranties conditions and stipulations whatsoever on the part of the Seller its agents and representatives as to the state and condition of the Property are hereby excluded
- (b) That any statutory obligation on the Seller to carry out remedial works on the soil or any part of the Property or to any adjoining property to which and contamination may have migrated from the Property is hereby transferred to the Buyer to the complete exoneration of the Seller
- (c) Not so submit any claims related in any way to the state and condition of the Property (including but without limitation to ground water) against the Seller and its and their offices directors employers and authorised agents
- (d) That no insurance cover is provided to the Buyer under the Seller’s insurance policies and that no claim will be made by or through the Buyer in respect of any such policies and that any such policies shall be deemed terminated commuted and cancelled ab initio and no claim shall derive therefrom in respect of any event occurring after completion. “

9. The Buyer shall within 1 months of completion submit an application to HM Land Registry for the registration of the freehold purchase and shall deal with any requisitions raised on the application within the time limits specified in such requisitions.

10. The Property is sold subject to:

- 10.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 10:15:46 a.m. on 26 October 2023 under title number DN104347 other than mortgages or financial charges (if any);
- 10.2 all matters registered or capable of being registered in any Local Land Charges Register (whether registered or not) and the requirements orders notices proposals demands and requests of any public or local authority which affect or relate to the Property whether arising before or after the date thereof and all financial and other restrictions liabilities and obligations arising therefrom;
- 10.3 all existing way leaves footpaths pipes wires cables and other easements or quasi easements affecting the Property whether specified or not;
- 10.4 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;

- 10.5 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under any statute;
  - 10.6 matters discoverable by inspection of the Property before the date of the auction;
  - 10.7 matters relating to the Property about which the Seller does not know; and
  - 10.8 matters disclosed or which would be disclosed by any searches or as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Buyer or which a prudent buyer ought to make.
11. The Buyer admits that he has inspected the Property and he entered into this Agreement on the basis of that inspection and not in reliance upon any representation by or on behalf of the Seller.
  12. The signature of this agreement by any party shall constitute an irrevocable authority by such party to his solicitor to bind him to a formal exchange of contracts by any method referred to in the General Conditions.
  13. No objection shall be made or requisition shall be raised as to the permitted use of the Property for the purpose of the planning acts and the Buyer shall take the Property subject to all relevant matters under the legislation relating to planning listed buildings and conservation areas including (without prejudice to the generality) contraventions and alleged contraventions of them or any of them.
  14. For the purposes of the Contract (Rights of Third Parties) Act 1999 it is agreed that nothing in this agreement shall confer on any third party any right to enforce the benefit of any term of this agreement.
  15. The Transfer to the Buyer shall be in the form annexed to this contract and shall be engrossed in duplicate by the Buyer and on Completion the duplicate shall be provided to the sellers' solicitors.
  16. On completion the Buyer shall pay the Seller the sum of £1,302.78 including VAT representing a contribution towards the cost of the searches and the Seller's general legal costs in connection with the sale.
  17. If any VAT is payable on this transaction a VAT invoice shall be provided to the Buyer upon completion.
  18. The Purchaser shall pay to 247 Property Auctions the auctioneer's buyer premium of £1,200.00 including VAT upon the exchange of this contract whether this takes place before, during or after the auction.
  19. 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.
  20. The Property is sold as seen and therefore any fixtures, fittings and contents which are present at the Property as at the date of this contract are included in the sale and shall remain at the Property on Completion.
  21. Each occupier identified below agrees with the Seller and the Buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the Property on the terms of

this contract, undertakes to vacate the Property on or before the Completion Date and releases the Property and any included fixtures and contents from any right or interest that the occupier may have.

Note: this condition does not apply to occupiers under leases or tenancies subject to which the Property is sold

Name(s) and signature(s) of the occupier(s) (if any):

Name:

Signature:

22. Notices may be sent to:

Seller's conveyancer:

Curtis Whiteford Crocker Solicitors, 87-89 Mutley Plain, Plymouth, PL4 6JJ

Buyer's conveyancer:

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