

BAILIFF'S AUCTION – LAND – CONTRACT OF SALE

Bailiff's Auction
Contract of Sale for Freehold Land

The Bailiff agrees to sell and the purchaser agrees to buy the property described below under the terms of contract.

PARTICULARS OF PROPERTY SOLD

Address:

Description:

County:

Parish:

Title Reference:

Name of Registered Proprietors:

Land is sold as Freehold:

Registered Easements:

Registered Mortgage or Registered Encumbrances:

Local Government:

Improvements included in Sale – NIL

Other Chattels included in Sale – NIL

PURCHASE PRICE: \$

DEPOSIT: \$ (payable when the purchaser signs this contract)

BALANCE: \$ (payable within 2 business days of the Auction)
(see Clause 9)

DEPOSIT HOLDER: The Bailiff of the Magistrates Court at

3. ***Exclusion of All other Warranties***

All other warranties which might be applied in the sale are hereby excluded. The property is sold "as is" and at the Purchasers risk. Purchasers must make their own enquiries on all matters affecting the property and make them prior to sale. The sale is not conditional upon the outcome of any enquiry by the Purchaser. Without limiting the foregoing:

- (a) The Bailiff does not warrant the Bailiff's title to sell;
- (b) The Bailiff does not warrant the purchaser against eviction;
- (c) The Bailiff does not warrant the area or description or any other particular stated above nor the accuracy of any survey plan nor give any warranty as to the location of the fences (if any) or the boundaries of the land or as to the location of any improvement (if any) erected on the land or adjoining land or as to access to the land;
- (d) The Bailiff does not warrant the nature or details of the tenancies (if any) effecting the property nor the state of occupation of the property either at the time of auction nor at the time of completion;
- (e) The Bailiff does not warrant that the property is free from encumbrances or easements of any description or free from present or future liability for unpaid rates or taxes or levies or penalties or payments of whatever description;
- (f) The Bailiff does not warrant the absence of notices or restraining orders or road works or resumptions issued or required by any competent authority nor the absence of proceedings instituted or other action taken whereby the interest of a registered proprietor of the property might be rendered liable to forfeiture or encumbered or charged or otherwise adversely affected;
- (g) The Bailiff does not warrant that consents, permission or approvals required from the relevant Local Government or any other body having jurisdiction over the property or the use of occupation of the property or over the construction, use or occupation of the improvements (if any) on the land have been applied for or obtained if obtained complied with in all or any respects;
- (h) The Bailiff does not warrant that the use of occupation of the property is lawful either for residential purposes or other purposes;
- (i) The Bailiff does not warrant that the property is suitable for use or occupation for residential purposes or for any other purpose;
- (j) The Bailiff does not warrant that vacant possession shall be available at the time of completion.

Purchaser: Witness:

Bailiff: Witness:

4. ***No Representation***

The Bailiff does not make any representation, not amounting to a warranty, in respect of any of the matters set out in the preceding clause. The Purchaser shall not be entitled to rely on any statement or representation made by the Bailiff or any person on the Bailiff's behalf, whether oral or in writing as to the event or quality of the property or as to any of the matters set out in the preceding clause.

5. ***No Requisitions***

The Purchaser shall not be entitled to deliver any requisitions or enquiries of any description in respect of the property.

6. ***Registered Encumbrances or Easements***

If the property is subject to any easement (registered or unregistered) or any registered Mortgage or encumbrance or other interest protected by caveat and entitled to be protected by caveat, the property is sold subject to that easement and that registered mortgage, encumbrance or interest. Nothing in this clause shall be read as a representation or warranty that the property is not subject by law or in equity to mortgages, charges, encumbrances or interest of any other description.

7. ***Passing of Risk***

The property shall be at risk of the purchaser from the fall of the hammer.

8. ***Time of the Essence***

Time shall be of the essence of this contract.

9. ***Completion***

The purchaser shall pay the balance of the purchase monies by cash or bank cheque to the Bailiff or as the Bailiff shall direct at the Registry of the Magistrates Court at or before 4.00pm on that date which is two business days after the auction, in exchange for a transfer of property (to be prepared by the Purchaser at the Purchaser's expense) duly executed by the Registrar (or Deputy) of the Magistrates Court at

Purchaser:

Witness:

Bailiff:

Witness:

